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April 28, 2004

Via Overnight Delivery

Honorable Kim Beals, Esq., Hearing Officer  
c/o Sharla Dillon, Dockets & Records Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

RE: Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration Under the  
Telecommunications Act of 1996, TRA Consolidated Docket # 03-00585

Dear Hearing Office Beals:

Enclosed please find one (1) original and one (1) copy of the Response of Sprint  
Spectrum, L.P. to the Interrogatories and Request for Production of Documents Submitted by the  
Rural Independent Coalition, including two (2) sets of the documents produced in response to  
such discovery requests.

If you have any questions or need additional information, please let me know.

Sincerely,

  
Joseph M. Chiarelli

JMC/jc  
Encls.

Cc: Edward Phillips and Charles McKee, Counsel for Sprint  
Stephen G. Kraskin and William T. Ramsey, Counsel for Rural Independent Coalition  
Melvin Malone and Elaine D. Critides, Counsel for Verizon Wireless  
Paul Walters, Jr. and Mark Ashby, Counsel for Cingular Wireless  
Suzanne Toller, Beth K. Fujimoto and Henry Walker, Counsel for AT&T Wireless  
Leon Bloomfield, Dan Menser and Marin Fettman, Counsel for T-Mobile

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

Petition of:

Cellco Partnership d/b/a Verizon Wireless  
For Arbitration Under the  
Telecommunications Act of 1996

Consolidated Docket  
No. 03-00585

**RESPONSE OF SPRINT SPECTRUM, L.P. TO THE INTERROGATORIES AND  
REQUEST FOR PRODUCTION OF DOCUMENTS SUBMITTED BY THE RURAL  
INDEPENDENT COALITION**

Sprint Spectrum, L.P. ("Sprint") hereby responds to the Interrogatories and Request for Production of Document ("discovery requests") submitted by the Rural Independent Coalition.

**GENERAL OBJECTIONS**

Sprint objects to all discovery requests involving documents or data from jurisdictions other than Tennessee. Such documents or data have no application to the present dispute and are irrelevant to a determination of the issues raised in this arbitration. Therefore, in responding to these discovery requests, Sprint will presume that each Interrogatory and Request for Production involve only telecommunications traffic and other activities occurring in Tennessee.

Sprint further objects to the undefined term "rural Independent" used throughout these discovery requests. For the purposes of Sprint's responses, Sprint assumes this term means an individual carrier included in the list of "The Coalition of Small LECs and Cooperatives" found on the first page of the submitted discovery requests and, therefore, referred to herein as "a Coalition member".

Sprint further objects to each discovery request involving documents that are (1) subject to the attorney-client privilege, (2) attorney work-product, or (2) prepared in anticipation of litigation.

Sprint further objects to responding to the discovery requests being filed in TRA Docket No. 00-00523, the Generic Docket Addressing Rural Universal Service. The service of discovery has not been authorized in that docket. Therefore, the responses given herein by Sprint do not and shall not apply to TRA Docket No. 00-00523.

Without waiving any of the above objections and subject to the further discovery request specific objections asserted herein, Sprint responds as follows:

### **INTERROGATORIES**

1. State the number of minutes of traffic per month that your company originated in the MTA (i.e., the Nashville MTA and any other MTA that you identify as relevant to your interconnection request that is the subject of this arbitration proceeding) and terminated to each rural Independent for the prior 24 month period.

**RESPONSE:** Sprint objects to interrogatory 1 to the extent it assumes or implies that Sprint has any responsibility to identify and measure Sprint originated traffic terminated to a Coalition member, much less retain records regarding such traffic, and affirmatively states to the contrary that it is each Coalition member's responsibility to make arrangements to identify and measure the traffic originated by Sprint that terminates on the Coalition member's network. *See, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, First Report and Order, 11 FCC Rcd 15499, ¶ 1045 (rel. August 8, 1996).

Absent the establishment of a billing arrangement with a Coalition member, and the commencement of billing by such Coalition member, Sprint does not in the ordinary course of business measure, record, retain and retrieve Sprint originated monthly traffic data that terminates to a Coalition member network. On information and belief, however, Sprint understands that BellSouth has been providing each Coalition member 110101 records that identify the minutes of traffic per month that Sprint originates and is delivered to each Coalition member via BellSouth in Tennessee.

Sprint reserves its right to supplement this response.

2. Describe the terms and conditions pursuant to which your company has terminated traffic to each rural Independent covering the period from August 8, 1996 to the present.

**RESPONSE:** Sprint and CenturyTel have an existing interconnection agreement regarding the exchange of traffic between Sprint and the CenturyTel properties in Tennessee, and a copy of said agreement will be produced in response to request for production 5.

Prior to January 1, 2001, Sprint terminated traffic to each Coalition member (other than CenturyTel) via Sprint's interconnection agreements with BellSouth, and a copy of such agreements will be produced in response to request for production 2.

In 2001, Sprint entered into a new interconnection agreement with BellSouth, and a copy of such agreement will be produced in response to request for production 2.

Sprint has attempted to negotiate interconnection agreements with various individual Coalition members, leading up to and including the collective negotiations preceding this arbitration. Within such collective negotiations, Sprint made an interim compensation offer to



the Rural Independent Coalition that included a true-up provision, and such offer was rejected. Therefore, to the extent Sprint does not have an interconnection agreement with a Coalition member today, Sprint considers the parties to be exchanging traffic pursuant to a *de facto* bill-and-keep arrangement.

3. State the amount of compensation per month that your company has paid each rural Independent for the termination of traffic provider during the past 24 months.

**RESPONSE:** Regarding traffic originated on the Sprint network and delivered over interconnection trunks to a BellSouth tandem and transited to a Coalition member with no interconnection agreement or interim arrangement, the answer to interrogatory 3 is “none” based upon the existing *de facto* bill-and-keep arrangement identified in response to interrogatory 2.

Regarding CenturyTel, the answer to interrogatory 3 is “none” because CenturyTel has not commenced billing Sprint pursuant to the parties’ interconnection agreement.

Regarding traffic originated on the Sprint network and delivered via the Sprint long distance division network to a Coalition member, such Coalition member has been directly compensated by Sprint’s long distance division at full terminating access rates.

4. Describe any arrangements, contracts or agreements that address or refer to any terms and conditions that establish an existing or contingent obligation of your company to compensate or reimburse Bellsouth with respect to any charges paid by BellSouth to any rural Independent.

**RESPONSE:** The answer to interrogatory 4 is “none”.

5. With reference to Section 51.701(c) of the Rules and Regulations of the FCC, describe all existing points of interconnection between your company and each rural Independent and any interconnection point your company seeks to establish with a rural Independent.

**RESPONSE:** Sprint objects to interrogatory 5 as vague and ambiguous on the grounds that the phrases “points of interconnection” and “interconnection point” are not defined in either these discovery requests or the Communications Act of 1934 as amended by the Telecommunications Act of 1996, Title 47 U.S.C. et. seq. (“the Act”). In answering, Sprint relies upon the definitions of “Interconnection” in 47 C.F.R. § 51.5 and “Transport” in 47 C.F.R. § 51.701(c), and assumes that interrogatory 5 seeks identification of the physical point(s) at which traffic originated on one party’s network is handed off to the network of the terminating party for reciprocal compensation purposes.

Sprint is physically interconnected to the BellSouth network at each BellSouth LATA tandem in Tennessee. Upon information and belief, Sprint understands each Coalition member is also physically interconnected to the BellSouth network at a minimum of one BellSouth LATA access tandem via a meet-point route between that BellSouth LATA tandem and the Coalition member switch. Sprint desires to continue to use the existing, indirect physical interconnection points to mutually exchange traffic with any given Coalition member until the volume of traffic exchanged between that Coalition member and Sprint warrants installation of direct interconnection facilities. For the purpose of addressing issues associated with direct interconnection in this arbitration, Sprint seeks terms and conditions under which Sprint may establish a direct interconnection between Sprint’s mobile switch and either:

- a) a Coalition member’s tandem switch(es) (if any);

b) a Coalition member's end office switch(es); or,

c) a "meet point" located at the same point where interconnection occurs between the Coalition member's network and the BellSouth network.

6. Does all traffic originating on your network and destined to terminate on the network of a rural Independent currently interconnect indirectly through BellSouth? If the answer is no, please describe the geographic area from which any such traffic originates and describe the interconnection arrangement used to terminate the traffic to the rural Independent.

**RESPONSE:** Sprint believes all traffic is currently being exchanged indirectly through the BellSouth network. Even where Sprint may deliver traffic via the Sprint long distance division network, unless a given Coalition member has a tandem to which the Sprint long distance division network is connected, it is believed that the Sprint long distance division delivers the traffic to the BellSouth tandem for delivery to the terminating Coalition member.

7. Does your company provide local exchange service in Tennessee?

**RESPONSE:** Sprint objects to interrogatory 7 as vague and ambiguous on the grounds that the phrase "local exchange service" is not defined in these discovery requests, and is at odds with the terms that are defined in the Act.

The Federal Communications Commission (FCC) found in the First Report and Order that wireless carriers provide "telephone exchange service and exchange access as defined by the 1996 Act" (para 1012-1015). However, the FCC declined to treat CMRS providers as "local exchange carriers" or to subject them to the duties and obligations imposed on incumbent LECs under section 251(c). First Report and Order at ¶ 1004-1006.

Assuming the term "local exchange service" as used in interrogatory 7 means "telephone exchange service" as defined at 47 U.S.C. § 153 (47) and "exchange access" as defined at 47 U.S.C. § 153(16), the answer to interrogatory 7 is "yes". This answer is made with the further understanding that, when a CMRS carrier is involved in a call the "local service area" for carrier compensation purposes is the MTA. First Report and Order, ¶ 1036; 47 C.F.R. § 51.701(a), (b)(2).

8. Does your company provide customer rate plans with unlimited usage (irrespective of day or time of day) within a geographic area that overlaps with the area served by any rural Independent and permits unlimited calling to customers of that rural Independent. If yes, please identify the geographic area and provide copies of the rate plan.

**RESPONSE:** Sprint's customer rate plans are irrelevant to any issue raised in this arbitration.

### **REQUESTS FOR PRODUCTION**

1. Provide copies of all effective interconnection agreements approved by the TRA (or its predecessor) between your company and BellSouth covering the period from August 8, 1996 to the present. Separately identify any such agreements, contracts and documents that constitute, or contain provisions that constitute, a "Meet-Point Billing Arrangement."

**RESPONSE:** Sprint will provide hard copies of its post 1996 interconnection agreements with BellSouth that pre-date the current BellSouth – Sprint interconnection agreement.

The current BellSouth – Sprint interconnection agreement is an 800 page agreement approved by the TRA in Docket No. 01-00637 and may be obtained directly from the TRA. Alternatively, Sprint will provide an electronic copy of such agreement upon request.

2. Provide copies of all other agreements, contracts and documents that reflect any service arrangements between your company and BellSouth covering the period from August 8, 1996 to the present. Separately identify any such agreements, contracts and documents that constitute, or contain provisions that constitute, a “Meet-Point Billing Arrangement.”

**RESPONSE:** Sprint objects to request 2 on the grounds that the undefined phrases “all other”, “any service arrangements” and “from August 8 to the present” are so vague, ambiguous, overbroad and burdensome that the request is meaningless in that it asks for every written item pertaining to any issue between Sprint and BellSouth in all nine (9) BellSouth states over the past seven (7) years and nine (9) months.

3. Provide copies of all correspondence or any other documented communications between your company and BellSouth (including, but not limited to, correspondence between counsel) that address, discuss, or refer to “meet-point billing” or any interconnection arrangement that is associated with traffic terminated on a rural Independent network.

**RESPONSE:** Sprint objects to request 3 on the grounds that the undefined term “meet-point billing” is vague, ambiguous and overbroad. Sprint presumes the term “meet-point billing” is intended to mean as that term has been used by BellSouth and a CMRS Provider with respect to transit traffic and Sprint will provide records pertaining to Tennessee responsive to this request based on that interpretation of the term “meet-point billing”.

4. Provide copies of all filings by your company (including, but not limited to comments and *ex partes*) before the Federal Communications Commission in CC Docket 01-92.

**RESPONSE:** Sprint objects to request 4 on the grounds that such copies are public documents available on the FCC website.

5. Provide copies of any agreements that set forth the terms and conditions identified in response to Interrogatory No. 2.

**RESPONSE:** Sprint will provide copies of the identified agreements with BellSouth as specified in response to request 1.

Sprint will provide a copy of the identified agreement with CenturyTel in Tennessee.

Regarding the identified *de facto* bill and keep arrangement, counsel for the Rural Independent Coalition has already been provided the original of the CMRS Providers' interim compensation offer, and is presumed to have retained a copy of his response rejecting the same.

6. Provide copies of any arrangements, contracts or agreements described in response to Interrogatory No. 4.

**RESPONSE:** None.

7. Provide copies of any agreements, including but not limited to interconnection agreements and settlement agreements, entered into by your company, BellSouth and one or more local exchange companies (other than BellSouth) that address any issues that are similar to

the issues pending in this proceeding. Include all such agreements irrespective of whether the agreement is effective in Tennessee or any other state.

**RESPONSE:** Sprint objects to request 7 on the grounds that the phrase "similar to the issues pending in this proceeding" is vague and ambiguous; and, the scope is overbroad and burdensome, asking for "any agreements (including but not limited to interconnection and settlement agreements)" that address "any issues" in "any state" to thereby seek production of every "interconnection agreement" and "settlement agreement" entered into by Sprint throughout the entire fifty (50) states.

OATH

STATE OF Kansas )  
COUNTY OF Johnson )

I, Billy H. Pruitt, on behalf of Sprint Spectrum, L.P., being first duly sworn according to law, make oath that the preceding answers and responses to the Interrogatories submitted by the Rural Independent Coalition are true, accurate and correct to the best of my knowledge, information and belief.

On Behalf of: Sprint Spectrum, L.P.

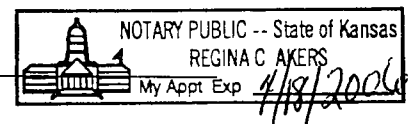
By: Billy H. Pruitt  
Billy H. Pruitt

Its: Manager, Access Planning & Management


Sworn to and subscribed before me this 27th day of April, 2004.

Regina C. Akers  
Notary Public

My Commission Expires: \_\_\_\_\_



Respectfully submitted,

By: 

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### CERTIFICATE OF SERVICE

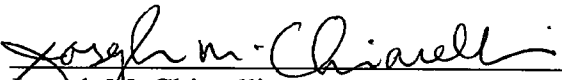
I hereby certify that on April 28, 2004, a true and correct copy of the foregoing has been served on the parties of record, via the method indicated:

<input type="checkbox"/>	Hand	Stephen G. Kraskin
<input type="checkbox"/>	Mail	Kraskin, Lesse & Cosson, LLC
<input type="checkbox"/>	Facsimile	2120 L Street NW, Suite 520
<input checked="" type="checkbox"/>	Overnight	Washington, D.C. 20037
<input type="checkbox"/>	Hand	William T. Ramsey
<input type="checkbox"/>	Mail	Neal & Harwell, PLC
<input type="checkbox"/>	Facsimile	2000 One Nashville Place
<input checked="" type="checkbox"/>	Overnight	150 Fourth Avenue North
		Nashville, TN 37219



<input type="checkbox"/>	Hand	J. Gray Sasser
<input type="checkbox"/>	Mail	J. Barclay Phillips
<input type="checkbox"/>	Facsimile	Melvin Malone
<input checked="" type="checkbox"/>	Overnight	Miller & Martin LLP 1200 One Nashville Place 150 Fourth Avenue North Nashville, Tennessee 37219
<input type="checkbox"/>	Hand	Elaine D. Critides
<input type="checkbox"/>	Mail	Verizon Wireless
<input type="checkbox"/>	Facsimile	13001 Street, NW Ste. 400 West
<input checked="" type="checkbox"/>	Overnight	Washington, DC 20005
<input type="checkbox"/>	Hand	Paul Walters, Jr.
<input type="checkbox"/>	Mail	15 East 1 <sup>st</sup> Street
<input type="checkbox"/>	Facsimile	Edmond, OK 73034
<input checked="" type="checkbox"/>	Overnight	
<input type="checkbox"/>	Hand	Mark J. Ashby
<input type="checkbox"/>	Mail	Cingular Wireless
<input type="checkbox"/>	Facsimile	5565 Glenridge Connector
<input checked="" type="checkbox"/>	Overnight	Suite 1700 Atlanta, GA 30342
<input type="checkbox"/>	Hand	Suzanne Toller
<input type="checkbox"/>	Mail	Davis Wright Tremaine LLP
<input type="checkbox"/>	Facsimile	One Embarcadero Center, #600
<input checked="" type="checkbox"/>	Overnight	San Francisco, CA 94111-3611
<input type="checkbox"/>	Hand	Beth K. Fujimoto
<input type="checkbox"/>	Mail	AT&T Wireless Services, Inc.
<input type="checkbox"/>	Facsimile	7277 164 <sup>th</sup> Ave., NE
<input checked="" type="checkbox"/>	Overnight	Redmond, WA 90852
<input type="checkbox"/>	Hand	Henry Walker
<input type="checkbox"/>	Mail	Jon E. Hastings
<input type="checkbox"/>	Facsimile	Boult Cummings, et al.
<input checked="" type="checkbox"/>	Overnight	P.O. Box 198062 Nashville, TN 37219-8062
<input type="checkbox"/>	Hand	Dan Menser, Sr. Corp. Counsel
<input type="checkbox"/>	Mail	Marin Fettman, Corp. Counsel Reg. Affairs
<input type="checkbox"/>	Facsimile	T-Mobile USA, Inc.
<input checked="" type="checkbox"/>	Overnight	12920 SE 38 <sup>th</sup> Street Bellevue, WA 98006

<input type="checkbox"/>	Hand	Leon M. Bloomfield Wilson & Bloomfield, LLP 1901 Harrison St., Suite 1630 Oakland, CA 94612
<input type="checkbox"/>	Mail	
<input type="checkbox"/>	Facsimile	
<input checked="" type="checkbox"/>	Overnight	

  
\_\_\_\_\_  
Joseph M. Chiarelli

## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and SprintCom, Inc., ("Carrier") a Kansas corporation and shall be deemed effective as of November 1, 1998. This agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

## WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

### I. Definitions

**A. Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**B. Intermediary function** is defined as the delivery, pursuant to an appropriate agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; an ALEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier.

**C. Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off to Carrier in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

**D. Local Interconnection** is defined for purposes of this Agreement as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; and 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement.

**E. Percent of Interstate Usage (PIU)** is defined as a factor to be applied to that portion of Toll Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to terminating party pays services.

**F. Percent Local Usage (PLU)** is defined as a factor to be applied to terminating minutes of use. The numerator shall include all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Toll.

**G. Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

**H. Non-Local Traffic** is defined as all traffic that is not Local Traffic or access services, as described in section V (F) of this Agreement.

## **II. Purpose**

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, concerning the terms and conditions of interconnection. The terms and conditions of this Agreement shall be

subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state, or local governmental authority. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

### **III. Term of the Agreement**

A. The term of this Agreement shall be two years, beginning on the effective date and shall automatically renew for additional six (6) month terms unless either party provides written notice of termination to the other party at least sixty (60) days prior to the end of the then-current term.

B. In the event BellSouth or Carrier receives from the other a notice of termination pursuant to paragraph A of this section, Carrier may within 30 days thereof send to BellSouth a written request to renegotiate this Agreement pursuant to Sections 251 and 252 of the Act, in which case this agreement shall not be terminated, but shall continue in full force and effect, unless and until a substitute agreement between the parties with respect to the matters governed herein takes effect.

C. Notwithstanding the foregoing, the parties may terminate this Agreement at any time upon their written mutual consent.

### **IV. Local Interconnection**

A. The delivery of Local Traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's interLATA EAS routes shall be considered as Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff. An NXX assigned to Carrier shall be included in any extended area calling service, optional calling scope, or similar program to the same extent as any other NXX in the same rating center.

B. Each party will pay the other for terminating its Local Traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. Charges for terminating traffic will be in conversation minutes measured from receipt of answer supervision to receipt of disconnect supervision. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days of the due date of the monthly bill.

## **V. Methods of Interconnection**

**A.** The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party, or a third party, by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement.

**B.** The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the parties agree that the appropriate charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

**C.** Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties agree to establish trunk groups from the interconnecting facilities of subsection (A) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Carrier as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect.

E. The parties agree to use an auditable PLU factor as a method for determining whether traffic is Local or Toll. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

F. When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC. Each party will bill its own access services rates to the IXC. BellSouth will endeavor to provide to Carrier call records for access traffic from IXCs delivered by the IXCs to BellSouth's network which are ultimately destined for Carrier's network.

G. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

H. Nothing in this agreement shall prohibit Carrier from enlarging the CMRS network covered by this contract through contractual affiliations with third parties for the construction and operation of a CMRS system under the Sprint PCS brand name.

## **VI. Non-Local Traffic Interconnection**

A. The delivery of Non Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party's network, each party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (D) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services

Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call.

C. The parties agree that actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the parties.

D. If Non-Local Traffic originated by a party to this Agreement is delivered by the other party for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then the party performing the intermediary function will bill the other party and the other party shall pay a \$.002 per minute intermediary charge in addition to any charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier (collectively called "Non-Local Intermediary Charges"). The party performing the intermediary function shall be entitled to no additional compensation for performing this service other than the Non-Local Intermediary Charges defined herein. Specifically, the party performing the intermediary function shall not be entitled to collect access charges other than those paid to Nonparty Carriers in the course of providing intermediary service. The parties acknowledge that it is the originating party's responsibility to enter into its own agreements with Nonparty Carriers. In the event that Carrier does not have a traffic exchange agreement, then Carrier agrees to indemnify BellSouth for any termination charge rendered by the Nonparty Carrier for such traffic. The parties agree that the charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit what percentage of the Non-Local Traffic delivered to BellSouth by Carrier shall be subject to Non-Local Intermediary Charges. The parties agree that none of the Non-Local Traffic delivered to Carrier by BellSouth shall be subject to the Non-Local Intermediary Charges.

## **VII. Provision of Unbundled Elements**

A. BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier agrees to pay the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall



provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

B. A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

#### **VIII. Access To Poles, Ducts, Conduits, and Rights of Way**

BellSouth agrees to provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

#### **IX. Access to 911/E911 Emergency Network**

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth agrees to route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier agrees to provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

#### **X. Directory Listings**

A. Subject to execution of an agreement between Carrier and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), as set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) Carrier's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to Carrier's subscribers.

B. BellSouth will include Carrier's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Carrier to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. BellSouth will provide Carrier a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Carrier will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord Carrier's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to Carrier's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

#### **XI. Access to Telephone Numbers**

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that Carrier has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. Carrier agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

#### **XII. Access to Signaling and Signaling Databases**

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

### **XIII. Network Design and Management**

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.

E. The parties agree to provide Common Channel Signaling (CCS) information to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All

privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section VI of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

#### **XIV. Auditing Procedures**

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

B. For combined interstate and intrastate Carrier traffic terminated by BellSouth over the same facilities, Carrier shall provide a PIU factor to BellSouth. Should Carrier in the future provide toll services through the use of network switched access services, then all jurisdictional report requirements, rules and regulations specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to Carrier. After the Local Traffic percentage has been determined by use of the PLU factor for application and billing of Local Interconnection, the PIU factor will be used for application and billing of interstate and intrastate access charges, as appropriate.

#### **XV. Liability and Indemnification**

A. Neither party shall be liable to the other under this Agreement for indirect, incidental, consequential or special damages, including without limitation, lost profits, regardless of the form of action.

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service, nor shall either party hold liable any other telecommunications company providing a portion of a service for any act or omission of BellSouth or Carrier.

C. Neither party is liable for damages to the other party's terminal location, POI nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct.

D. Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement.

E. Neither party assumes liability for the accuracy of the data provided to it by the other party.

F. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere.

G. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

H. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

I. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

## **XVI. More Favorable Provisions**

If BellSouth enters into an agreement ("Other Agreement") approved by the applicable Commission pursuant to Section 252 (I) of the Act which provides for interconnection within such states covered by this agreement to another requesting

CMRS provider, including a BellSouth affiliate, BellSouth shall make available to Carrier such arrangement upon the same rates, terms, and conditions as those provided in the Other Agreement. Carrier may only avail itself of the Other Agreement in its entirety.

## **XVII. Taxes and Fees**

**A. Definition.** For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

### **B. Taxes And Fees Imposed Directly On Either Seller Or Purchaser.**

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

### **C. Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller.**

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee

that was not billed by the providing party, the purchasing party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing party's behalf. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

**D. Taxes And Fees Imposed On Seller But Passed On To Purchaser.**

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such

taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.



## **XVIII. Treatment of Proprietary and Confidential Information**

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. Both parties agree to comply with all applicable FCC rules and regulations regarding CPNI and confidential information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving party without an obligation to keep it confidential; or 4) requested by a governmental agency, provided that the party upon whom the request is made shall notify the party who originally provided the confidential Information at least seven (7) days prior to its release to the agency.

## **XIX. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute, and/or pursue any other remedy available to it at law or in equity.

## **XX. Limitation of Use**

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

## **XXI. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

## **XXII. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

## **XXIII. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

## **XXIV. Notices**

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**  
675 W. Peachtree St. N.E.  
Suite 4300  
Atlanta, Georgia 30375  
Attn: Legal Dept. "Wireless" Attorney

**SprintCom, Inc.**  
Legal/Regulatory  
Attn: Interconnection Attorney  
12th Floor  
4900 Main St.  
Kansas City, MO 64112

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

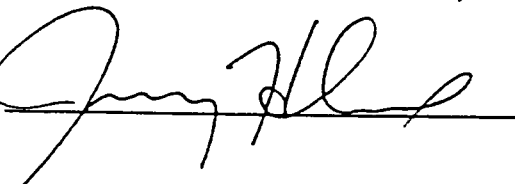
## XXV. Assignment

An assignment by either Party of any right, obligation, or duty, in whole or in part, requires the written consent of the other Party, which consent shall not be unreasonably withheld; except that either Party may assign all of its rights, and delegate all of its obligations, liabilities and other duties under this Agreement to an affiliate, as that term is defined in 47 U.S.C. 153, of the assigning Party without consent, provided that the assigning Party provides written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

## XXVI. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

**BellSouth Telecommunications, Inc.**

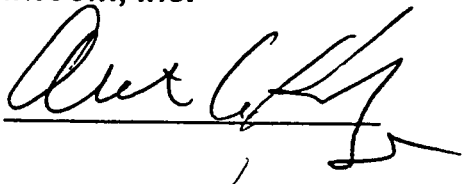
By: 

Jerry D. Hendrix  
Name

Director  
Title

10/29/98  
Date

**SprintCom, Inc.**

By: 

A.A. KURTZE  
Name

C.O.O.  
Title

12/2/98  
Date

## Attachment B-1

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

#### Alabama

Type 1 (End Office Switched):	\$ .004709
Type 2A (Tandem Switched):	\$ .004709
Type 2B (Dedicated End Office):	\$ .0017

#### Florida

Type 1 (End Office Switched):	\$ .003776
Type 2A (Tandem Switched):	\$ .003776
Type 2B (Dedicated End Office):	\$ .002

#### Georgia

Type 1 (End Office Switched):	\$ .004513
Type 2A (Tandem Switched):	\$ .004513
Type 2B (Dedicated End Office):	\$ .00160

#### Kentucky

Type 1 (End Office Switched):	\$ .005273
Type 2A (Tandem Switched):	\$ .005273
Type 2B (Dedicated End Office):	\$ .002562

#### Louisiana

Type 1 (End Office Switched):	\$ .003730
Type 2A (Tandem Switched):	\$ .003730
Type 2B (Dedicated End Office):	\$ .001599

#### Mississippi

Type 1 (End Office Switched):	\$ .009104
Type 2A (Tandem Switched):	\$ .009104
Type 2B (Dedicated End Office):	\$ .0026

## Attachment B-1

### CMRS Local Interconnection Rates (All rates are Per Minute of Use)

#### North Carolina

Type 1 (End Office Switched):	\$.006758
Type 2A (Tandem Switched):	\$.006758
Type 2B (Dedicated End Office):	\$.004

#### South Carolina

Type 1 (End Office Switched):	\$.006431
Type 2A (Tandem Switched):	\$.006431
Type 2B (Dedicated End Office):	\$.00221

#### Tennessee

Type 1 (End Office Switched):	\$.003767
Type 2A (Tandem Switched):	\$.003767
Type 2B (Dedicated End Office):	\$.0019

## Attachment C-1

### Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates      (1) No charge for ALEC-1 customer primary listings.  
              (2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

State(s): All except Florida: In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

State: Florida

In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

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Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)  
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

## FIRST AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN  
SPRINTCOM, INC. AND BELL SOUTH TELECOMMUNICATIONS, INC. EFFECTIVE  
November 1, 1998

Pursuant to this Agreement (the "Amendment"), SprintCom, Inc. and BellSouth Telecommunications, Inc. , hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective November 1, 1998 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SprintCom, Inc. and BellSouth Telecommunications, Inc. hereby covenant and agree as follows:

1. The Parties agree that in North Carolina Section IV. B. is replaced in its entirety with the revised Section IV. B. below.

**IV.**

**B.** Each party will pay the other for terminating its Local Traffic on the other's network the local interconnection rates as set forth in Attachment B-1. Charges for terminating traffic will be in accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month (**or a lower percent as specified by an appropriate state regulatory agency**) after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days after the due date of the monthly bill.

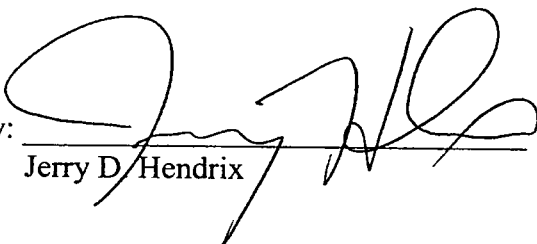
2. The Parties agree that except as specifically modified by this Amendment all other provisions of the Interconnection Agreement shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Telecommunications Act of 1996.



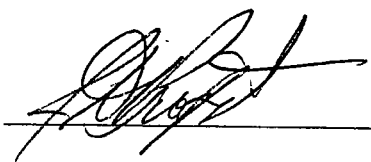
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BELLSOUTH TELECOMMUNICATIONS,  
INC.

By:   
Jerry D. Hendrix

DATE: 6/14/99

SPRINTCOM, INC.

By: 

DATE: 6-21-99

## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Sprint Spectrum L.P., a Delaware Limited Partnership, as general partner and agent for WirelessCo, L.P., a Delaware Limited Partnership ("Carrier"), and shall be deemed effective as of April 1, 1997 (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

## WITNESSETH

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") in the state of Tennessee, and

**WHEREAS**, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

### **I. Definitions**

**A. Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent

**B. Commission** is defined as the appropriate regulatory agency in each of BellSouth's nine state region Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

**C. Intermediary function** is defined as the delivery, pursuant to an appropriate agreement or Commission directive, of local or toll (using traditional

landline definitions) traffic to or from a local exchange carrier other than BellSouth; an ALEC; or another telecommunications company such as a CMRS provider other than Carrier (a "Nonparty Carrier") through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier.

**D. Local Traffic** is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off to Carrier in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in §51.701 of the FCC's rules.

**E. Local Interconnection** is defined for purposes of this Agreement as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; and 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement.

**F. Percent of Interstate Usage (PIU)** is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary" Toll and access minutes of use less all minutes attributable to terminating party pays services.

**G. Percent Local Usage (PLU)** is defined as a factor to be applied to terminating minutes of use. The numerator shall include all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Toll.

**H. Telecommunications Act of 1996 ("Act")** means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.)

**I. Toll Traffic** is defined as all traffic that is not Local Traffic or access services, as described in section VI (F) of this Agreement.

## **II. Purpose**

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable Carrier to provide CMRS service in those areas where it is authorized to provide such service within the nine state region of BellSouth.

## **III. Term of the Agreement**

**A.** This Agreement shall be in full force and effect for a period of one year from the Effective Date. The Agreement shall be automatically renewed for an additional term of six months following such initial one-year term and for successive six-month terms thereafter following each preceding six-month renewal term unless a party provides to the other a written notice of termination at least sixty days prior to the last day of the initial one-year term or any subsequent six-month renewal term, as the case may be.

**B.** In the event BellSouth or Carrier receives from the other a notice of termination pursuant to paragraph A of this Section, Carrier may within 30 days thereof send to BellSouth a written request to renegotiate this Agreement pursuant to Sections 251 and 252 of the Act, in which case this Agreement shall not be terminated, but shall continue in full force and effect, unless and until a substitute agreement between the parties with respect to the matters governed herein takes effect.

**C.** Notwithstanding the foregoing, the parties may terminate this Agreement at any time upon their written mutual consent

## **IV. Local Interconnection**

**A.** The delivery of Local Traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's interLATA EAS routes shall be considered as Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. An NXX assigned to Carrier shall be included in any extended area calling service, optional calling scope, or similar program to the same extent as any other NXX in the same rating center. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

**B.** Each party will pay the other for terminating its Local Traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this

reference incorporated herein. The charges for local interconnection are to be billed and paid monthly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if undisputed interconnection charges are not paid, within thirty (30) days of the due date of the monthly bill.

## **V. Modification of Rates**

**A.** The parties agree that the "LATAwide Additive" rate reflected in Attachment B-1 shall be "true-up" (up or down), back to the effective date of this Agreement, based on a final LATAwide Additive price either determined by (i) further agreement as described in subsection (B) hereof or by (ii) a final order (including any appeals) of the Commission having jurisdiction over the subject matter of this Agreement, which final order meets the criteria contained in subsection (C) hereof. The parties acknowledge that the "LATAwide Additive" is intended to compensate BellSouth for the additional costs associated with a larger local calling area defined for CMRS providers with respect to local interconnection (an MTA) versus the traditional wireline local calling areas as currently defined by the appropriate Commissions.

The true-up will consist of.

1) Calculating the difference between the final LATAwide Additive price and initial LATAwide Additive price, reflected in Attachment B-1 of this Agreement. The difference is referred to as the "LATAwide Additive Adjustment" price;

2) Applying the "LATAwide Additive Adjustment" price to all minutes of use for which the initial LATAwide Additive price was applied and billed by the parties since the effective date of this Agreement by multiplying the "LATAwide Additive Adjustment" price by the minutes of use referenced above to arrive at the "True-up Adjustment" amount;

3) If the final LATAwide Additive price is different from the initial LATAwide Additive price, the parties will reciprocally compensate each other in an amount equal to the "True-up Adjustment" amount.

In the event of any disagreement regarding the amount of such "true-up", the parties agree that the Commission having jurisdiction over the matter for the affected state(s) shall be called upon to resolve such differences

**B.** The parties agree that they may continue to negotiate as appropriate in an effort to obtain a final LATAwide Additive price, but in the event that no such agreement is reached within six (6) months of this Agreement (which time may be extended by mutual agreement of the parties) either party may petition the Commission(s) having jurisdiction of the rates in dispute to resolve such disputes and

to determine the final LATAwide Additive price for the LATAwide traffic covered by this Agreement.

**C.** Any final order that forms the basis of a "true-up" under this Agreement shall meet the following criteria:

(1) It shall be a proceeding to which BellSouth and Carrier are entitled to be full parties and have had an opportunity to participate in;

(2) It shall apply the provisions of the Act, including but not limited to §252(d)(1) and all effective implementing rules and regulations, provided that said Act and such regulations are in effect at the time of the final order; and

(3) It shall include as an issue any additional transport and other costs associated with transporting and terminating Local Traffic throughout a LATA instead of only within the traditional landline local calling area.

## **VI. Methods of Interconnection**

**A.** The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party, or a third party, by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may also be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement.

**B.** The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling

Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the parties agree that the appropriate charges for such facilities will be reduced by an agreed upon percentage equal to the estimated or actual percentage of traffic on such facilities that terminates on the network of the party purchasing said facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection, provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties agree to establish trunk groups from the interconnecting facilities of subsection (A) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Carrier as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect.

E. The parties agree to use an auditable PLU factor as a method for determining whether traffic is Local or Toll. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

F. When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC. Each party will bill its own access services rates to the IXC.

G. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the Wireless Service Center Ordering Guidelines as those guidelines are amended by BellSouth from time to time during the term of this Agreement or as mutually agreed by the parties.

## **VII. IntraLATA and InterLATA Toll Traffic Interconnection**

**A.** The delivery of intrastate Toll Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Toll Traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate as defined in BellSouth's Intrastate Access Services Tariffs. The parties agree that the terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

**B.** For originating and terminating intrastate or interstate Toll Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those Tariffs may be amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If Carrier should in the future become the BellSouth end user's presubscribed interexchange carrier or used by the BellSouth end user as an interexchange carrier on a 10XXX basis, BellSouth will charge Carrier the appropriate tariff charges for originating network access services. If BellSouth is serving as the Carrier's end user's presubscribed interexchange carrier or if the Carrier's end user uses BellSouth as an interexchange carrier on a 10XXX basis, Carrier will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

**C.** The parties agree that to the extent Carrier provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

**D.** If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection A, above. Each party shall provide the appropriate records for billing pursuant to subsection B, above.

**E.** If Toll Traffic originated by a party to this Agreement is delivered by the other party for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then the party performing the intermediary function will bill the other party and the other party shall pay a \$ .002 per minute intermediary charge in addition to any charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier (collectively called "Toll Intermediary Charges"). The parties agree that the charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this



section, and subject to verification by audit what percentage of the Toll Traffic delivered to BellSouth by Carrier shall be subject to Toll Intermediary Charges. The parties agree that none of the Toll Traffic delivered to Carrier by BellSouth shall be subject to the Toll Intermediary Charges.

#### **VIII. Provision of Unbundled Elements**

**A.** BellSouth will offer an unbundled local loop to Carrier at the current rates as set forth in Attachment C-15 incorporated herein by this reference. Special construction charges, if applicable, will be set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element

**B.** BellSouth will offer to Carrier unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with Carrier's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

**C.** BellSouth will offer to Carrier unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

**D.** BellSouth will offer to Carrier unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.

**E.** BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier agrees to pay the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

**F.** A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

## **IX. Access To Poles, Ducts, Conduits, and Rights of Way**

BellSouth agrees to provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

## **X. Access to 911/E911 Emergency Network**

**A.** BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth agrees to route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier agrees to provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

**B.** At a minimum Carrier agrees to provide two dedicated trunk groups originating from Carrier's Mobile Telephone Switching Offices and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from Carrier's point of interface to its Mobile Telephone Switching Office and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth's Intrastate Access Service Tariffs. Carrier agrees to assign a pseudo number from its dedicated NXX group to each cell site or to each antenna face. The pseudo number will identify the routing of the call to the appropriate emergency agency as determined by Carrier.

**C.** BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

## **XI. Directory Listings**

**A.** Subject to execution of an agreement between Carrier and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) Carrier's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to Carrier's subscribers.

**B.** BellSouth will include Carrier's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Carrier to maintain the Directory

Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. BellSouth will provide Carrier a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Carrier will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord Carrier's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to Carrier's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement

## **XII. Access to Telephone Numbers**

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that Carrier has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. Carrier agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010 This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U S C. § 251(e).

## **XIII. Access to Signaling and Signaling Databases**

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements Signaling functionality will be available with both A-link and B-link connectivity

B. BellSouth agrees to input the NXXs assigned to Carrier into the Local Exchange Routing Guide ("LERG").

#### **XIV. Network Design and Management**

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.

E. The parties agree to provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

## **XV. Auditing Procedures**

**A.** Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

**B.** For combined interstate and intrastate Carrier traffic terminated by BellSouth over the same facilities, Carrier shall provide a PIU factor to BellSouth. Should Carrier in the future provide toll services through the use of network switched access services, then all jurisdictional report requirements, rules and regulations specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to Carrier. After the Local Traffic percentage has been determined by use of the PLU factor for application and billing of local interconnection, the PIU factor will be used for application and billing of interstate and intrastate access charges, as appropriate.

## **XVI. Liability and Indemnification**

**A.** Neither party shall be liable to the other under this Agreement for indirect, incidental, consequential or special damages, including without limitation, lost profits, regardless of the form of action.

**B.** Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service, nor shall either party hold liable any other telecommunications company providing a portion of a service for any act or omission of BellSouth or Carrier.

**C.** Neither party is liable for damages to the other party's terminal location, POI nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct.

**D.** Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion

of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement

E. Neither party assumes liability for the accuracy of the data provided to it by the other party.

F. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere.

G. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

H. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

I. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

## **XVII. More Favorable Provisions**

A. The parties agree that if ---

1. the Federal Communications Commission ("FCC") or the Commission having jurisdiction finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission having jurisdiction preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such

effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

**B.** In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a state of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XVII.E. In the event that Carrier accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after Carrier acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of a Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Other Interconnection Agreement or the effective date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the Commission having jurisdiction approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

**C.** In the event that after the effective date of this Agreement the FCC or the Commission having jurisdiction enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Carrier upon such Other Terms, which Carrier may accept as provided in Section XVII E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Order or the effective date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer

**D.** In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection-Tariff") offering to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such

Interconnection Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XVII.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Tariff or the effective date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

**E.** In the event that BellSouth is deemed to have offered Carrier the arrangements covered by this Agreement upon Other Terms, Carrier in its sole discretion may accept such offer either --

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to each of the following arrangements as described by lettered category
  - a. local interconnection,
  - b. interLATA and IntraLATA toll traffic interconnection,
  - c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bona fide requests,
  - d. access to poles, ducts, conduits and rights-of-way,
  - e. access to 911/E911 emergency network,
  - f. collocation, or
  - g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by Carrier, shall remain in full force and effect



--

**F.** Corrective Payment. In the event that --

**1.** BellSouth and Carrier revise this Agreement pursuant to Section XVII.A,  
or

**2.** Carrier accepts a deemed offer of Other Terms pursuant to Section XVII.E, then BellSouth or Carrier, as applicable, shall make a corrective payment to the other party to correct for the difference between (a) the rates set forth herein and (b) the rates in such revised agreement or Other Terms for the period from (x) the effective date of such revised agreement or Other Terms until (y) the later of the date that the parties execute such revised agreement or the parties implement such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

## **XVIII. Taxes**

**A.** For the purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

**B.** Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party, shall be borne and paid by the providing party. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

**C.** Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

**D.** If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to

the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

**F.** If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

**G.** Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

**H.** If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

**I.** In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such

contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

J. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless ( and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim

K. In any contest of a tax or fee by one party, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest

## **XIX. Treatment of Proprietary and Confidential Information**

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this

Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving party without an obligation to keep it confidential; or 4) requested by a governmental agency, provided that the party upon whom the request is made shall notify the party who originally provided the confidential Information at least seven (7) days prior to its release to the agency.

## **XX. Resolution of Disputes**

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to individuals appointed by each party for the purpose of resolving the dispute amicably. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute, and/or pursue any other remedy available to it at law or in equity.

## **XXI. Limitation of Use**

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

## **XXII. Waivers**

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

## **XXIII. Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

#### **XXIV. Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

#### **XXV. Notices**

**A.** Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**  
675 W. Peachtree St. N.E.  
Suite 4300  
Atlanta, Georgia 30375  
Attn: Legal Dept. "Wireless" Attorney

**Sprint Spectrum, L. P.**  
Legal Regulatory Department  
4900 Main (12th Floor)  
Kansas City, Mo. 64112

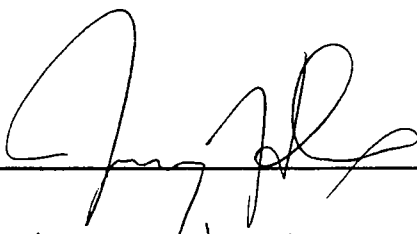
or at such other address as the intended recipient previously shall have designated by written notice to the other party.

**B.** Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

## XXVI. Entire Agreement

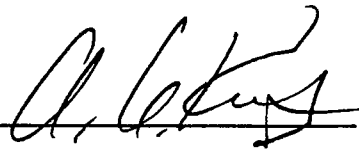
This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

**BellSouth Telecommunications, Inc.**

By:   
\_\_\_\_\_  
Name Jerry D. Hendrix

\_\_\_\_\_  
Title Director

**Sprint Spectrum L. P. as general  
partner and agent for  
WirelessCo, L. P.**

By   
\_\_\_\_\_  
Name M. A. KURTZE

\_\_\_\_\_  
Title C.O.O.

10/27/97

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Attachment A

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Attachment B-1

CMRS Local Interconnection Rates  
(All Rates are Per Minute of Use)

Tennessee

Type 1 (End Office Switched): \$.00577 \*  
Type 2A (Tandem Switched): \$ 00577 \*  
Type 2B (Dedicated End Office) \$ 0019

*amended 12/18/97*

\* These rates include the LATAwide Additive of \$.0025



**Attachment C-1**

**Unbundled Products and Services and New Services**

**Service: Subscriber Listing Information**

**Description:** Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

**State(s): All**

**Rates:** (1) No charge for ALEC-1 customer primary listings.  
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

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**Attachment C-2**

**Unbundled Products and Services and New Services**

**Service: Access to Numbers**

**Description:** For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

**State(s): All**

**Rates: No Charge**

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Attachments C-3 through C-12

intentionally deleted

000049

Attachment C-13

Unbundled Products and Services and New Services

**Service: Virtual Collocation**

**Description:** Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

**Rates, Terms and Conditions:**

**State(s): All except Florida:** In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

**State: Florida** In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

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**Service: Physical Collocation**

**Description:** Per FCC - (10/19/92 FCC Order, para 39)  
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

**State(s): All**

**Rates, Terms and Conditions: To be negotiated**

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Attachment C - 14

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## Attachment C-15

## Unbundled Products and Services and New Services

## Service: Unbundled Exchange Access Loop

Description. Provides the connection from the serving central office to a subscriber's premises. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

State(s): Alabama Florida Georgia									
Rate Elements	Alabama			Florida			Georgia		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25 00	\$140 00	\$45 00	\$17 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access IOC									
- Fixed	\$30 00	\$97 00	N/A	\$28 50	\$87 00	N/A	\$32 00	\$105 00	N/A
- 1 - 8 Miles	\$2 05	N/A	N/A	\$1 65	N/A	N/A	\$2 05	N/A	N/A
- 9 - 25 Miles	\$2 00	N/A	N/A	\$1 60	N/A	N/A	\$2 00	N/A	N/A
- Over 25 Miles	\$1 95	N/A	N/A	\$1 55	N/A	N/A	\$1 95	N/A	N/A

State(s): Kentucky Louisiana Mississippi									
Rate Elements	Kentucky			Louisiana			Mississippi		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$25 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access IOC									
- Fixed	\$30 00	\$93 00	N/A	\$30 00	\$100 00	N/A	\$30 00	\$96 00	N/A
- 1 - 8 Miles	\$2 05	N/A	N/A	\$2 05	N/A	N/A	\$2 05	N/A	N/A
- 9 - 25 Miles	\$2 00	N/A	N/A	\$2 00	N/A	N/A	\$2 00	N/A	N/A
- Over 25 Miles	\$1 95	N/A	N/A	\$1 95	N/A	N/A	\$1 95	N/A	N/A

State(s): N.Carolina S.Carolina Tennessee									
Rate Elements	N.Carolina			S.Carolina			Tennessee		
	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l	Monthly	Nonrecurring Charges First	Add'l
Unbundled Exchange Access Loop	\$30 03	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00	\$25 00	\$140 00	\$45 00
Unbundled Exchange Access IOC									
- Fixed	\$11 85	\$71 87	N/A	\$50 00	\$97 00	N/A	\$30 00	\$96 00	N/A
- 1 - 8 Miles	\$2 15	N/A	N/A	\$2 05	N/A	N/A	\$2 05	N/A	N/A
- 9 - 25 Miles	\$2 15	N/A	N/A	\$2 00	N/A	N/A	\$2 00	N/A	N/A
- Over 25 Miles	\$2 15	N/A	N/A	\$1 95	N/A	N/A	\$1 95	N/A	N/A

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## Attachment C-16

## Unbundled Products and Services and New Services

## Service: Channelization System for Unbundled Exchange Access Loops

**Description:** This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rate elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-located ALECs.

State(s)	Alabama			Florida			Georgia		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$575.00	\$525.00	N/A	\$555.00	\$490.00	N/A	\$555.00	\$490.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.70	\$8.00	\$8.00	\$1.70	\$7.00	\$7.00	\$1.70	\$7.00	\$7.00

State(s)	Kentucky			Louisiana			Mississippi		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$540.00	\$495.00	N/A	\$530.00	\$510.00	N/A	\$560.00	\$450.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00	\$1.70	\$8.00	\$8.00

State(s)	N. Carolina			S. Carolina			Tennessee		
Rate Elements	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l	Monthly Rate	Nonrecurring Charge First	Charge Add'l
Unbundled Loop Channelization System (DS1 to VG), Per System	\$548.00	\$475.00	N/A	\$520.00	\$480.00	N/A	\$530.00	\$520.00	N/A
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit	\$1.65	\$7.00	\$7.00	\$1.60	\$8.00	\$8.00	\$1.60	\$8.00	\$8.00

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## Attachment C-17

## Unbundled Products and Services and New Services

## Service: Unbundled Exchange Ports

**Description:** An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

Alabama			Florida		Georgia	
Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly (1)			Monthly		Monthly	
Residence Port	\$2.50		Residence Port	\$2.00	Residence Port	\$2.28
Business Port	\$7.00		Business Port	\$4.50	Business Port	\$4.80
PBX Trunk Port (2,3,4)	\$7.00		PBX Trunk Port	\$7.50	PBX Trunk Port	\$7.37
Rotary Service	\$2.00		Rotary Service	\$2.00	Rotary Service	\$2.77
Primary Rate ISDN NAS (5,6)	\$20.00					
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$0.02	IntL min.	- IntL min.	\$0.0275	- setup per call	\$0.02
	\$0.01	Add'l min.	- add'l min.	\$0.0125	- per minute or fraction thereof	\$0.02
B (1-10 miles)	\$0.04	IntL min.				
	\$0.02	Add'l min.				
C (11-16 miles)	\$0.08	IntL min.				
	\$0.04	Add'l min.				
D (17-22 miles & existing LCA described in A3.6 greater than 22 ml.)	\$0.10	IntL min.				
	\$0.07	Add'l min.				
E (23-30 miles)	\$0.10	IntL min.				
	\$0.10	Add'l min.				
F (31-40 miles)	\$0.10	IntL min.				
	\$0.10	Add'l min.				
G (Special Band) (7)	\$0.10	IntL min.				
	\$0.10	Add'l min.				

## NOTES:

- (1) Nonrecurring Charges, as displayed in Table I on Page 3, and Usage Charges, as displayed on this page, apply in addition to monthly rates.
- (2) Applies per outgoing, incoming or 2-way trunk port.
- (3) DIO requires rates and charges as indicated in Table II on Page 3 in addition to the PBX Trunk Port rates.
- (4) ICO requires rates and charges as indicated in Table III on Page 3 in addition to the PBX Trunk Port rates.
- (5) Applies per outgoing, incoming or 2-way voice grade equivalent.
- (6) Primary rate ISDN requires a primary rate interface in addition to the primary rate ISDN NASes. Additional charges also apply per Primary Rate B-Channel, Call-by-Call Integrated Service Access Service Selection and Incoming Call Identification. See Table IV on Page 3 for rates and charges.
- (7) In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

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## Attachment C-17

## Unbundled Products and Services and New Services

## Service: Unbundled Exchange Ports (Cont'd)

Kentucky			Louisiana		
Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$3.50		Residence Port	\$2.50	
Business Port	\$10.00		Business Port	\$7.00	
PBX Trunk Port	\$10.00		PBX Trunk Port	\$7.00	
Rotary Service	\$3.50		Rotary Service	\$3.50	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$0.04 Init.Min.		D (0 miles)	\$0.02 Init.Min.	
	\$0.02 Add'l min.			\$0.01 Add'l min.	
B (1-10 miles)	\$0.04 Init.Min.		A (1-10 miles)	\$0.04 Init.Min.	
	\$0.02 Add'l min.			\$0.02 Add'l min.	
C (Greater than 10 miles Limited LCA)	\$0.08 Init.Min.		B (11-16 miles)	\$0.08 Init.Min.	
	\$0.04 Add'l min.			\$0.04 Add'l min.	
D (1-10 miles beyond Limited LCA)	\$0.04 Init.Min.		C (17-22 miles)	\$0.10 Init.Min.	
	\$0.02 Add'l min.			\$0.07 Add'l min.	
E (11-16 miles beyond Limited LCA)	\$0.08 Init.Min.		D (23 - 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14 Init.Min.	
	\$0.04 Add'l min.			\$0.10 Add'l min.	
F (17-22 miles beyond Limited LCA)	\$0.08 Init.Min.		E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$0.14 Init.Min.	
	\$0.07 Add'l min.			\$0.14 Add'l min.	
G (23-30 miles beyond Limited LCA)	\$0.08 Init.Min.		F (23 - 30 miles Inter-Parish Expanded LCA)	\$0.14 Init.Min.	
	\$0.07 Add'l min.			\$0.10 Add'l min.	
H (31-40 miles beyond Limited LCA)	\$0.08 Init.Min.		G (31 - 40 miles Inter-Parish Expanded LCA)	\$0.14 Init.Min.	
	\$0.07 Add'l min.			\$0.14 Add'l min.	
I (Greater than 40 miles beyond Limited LCA)	\$0.08 Init.Min.		H (Greater than 40 miles Inter-Parish)	\$0.14 Init.Min.	
	\$0.07 Add'l min.			\$0.14 Add'l min.	

Mississippi			N. Carolina			S. Carolina		
Rate Elements	Rates	Per	Rate Elements	Rates		Rate Elements	Rates	
Monthly			Monthly			Monthly		
Residence Port	\$3.75		Residence Port	\$2.00		Residence Port	\$4.00	
Business Port	\$7.50		Business Port	\$8.00		Business Port	\$10.50	
PBX Trunk Port	\$7.50		PBX Trunk Port	\$8.00		PBX Trunk Port	\$10.50	
Rotary Service	\$3.75		Rotary Service	\$1.50		Rotary Service	\$3.00	
Usage - Mile Bands			Usage - (STS)			Usage - (STS)		
A (0 miles)	\$0.02 Init.Min.		- Init.Min.	\$0.05		- Basic Svc.Area	\$0.02	
	\$0.01 Add'l min.		- Add'l min.	\$0.02		- Expanded Svc.Area	\$0.12	
B (1-10 miles)	\$0.04 Init.Min.							
	\$0.02 Add'l min.							
C (11-16 miles, existing LCA described in A3.6 greater than 16 miles, and calls to county seat greater than 16 miles)	\$0.08 Init.Min.							
	\$0.04 Add'l min.							
D (17-30 miles)	\$0.08 Init.Min.							
	\$0.07 Add'l min.							
E (31-65 miles Basic LATA)	\$0.08 Init.Min.							
	\$0.07 Add'l min.							
F (31-65 miles Jackson LATA)	\$0.12 Init.Min.							
	\$0.10 Add'l min.							
G (56-65 miles Basic LATA)	\$0.18 Init.Min.							
	\$0.14 Add'l min.							

Tennessee		
Rate Elements	Rates	Per
Monthly		
Residence Port	\$4.00	
Business Port	\$10.00	
PBX Trunk Port	\$10.00	
Rotary Service	\$8.50	
Usage - Mile Bands		
A (0-16 miles)	\$0.02 min.	
B (17-30 miles)	\$0.05 min.	
C >30 miles	\$0.10 min.	

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**Amendment  
To the  
Agreement Between  
Sprint Communications Company L. P.  
Sprint Spectrum L. P.  
and  
BellSouth Telecommunications, Inc.  
Tennessee**

Pursuant to this Amendment (the "Amendment"), Sprint Communications Company L. P. ("Sprint CLEC"), a Delaware Limited Partnership, Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and Sprint Com, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement in Tennessee between the Parties dated February 2, 2002 ("Agreement") This Amendment is made effective on the date that it is signed by both Parties.

WHEREAS, Sprint CLEC and BellSouth desire to update the Network Element rates of Attachment 2 of the Agreement for Tennessee; and

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Exhibit C of Attachment 2 of the Agreement for Tennessee is hereby deleted in its entirety and replaced with the rates in Attachment 1 of this Amendment.
2. All of the other provisions of the Agreement, dated February 2, 2002, shall remain in full force and effect
3. BellSouth will submit this Amendment to the Tennessee Regulatory Authority for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate  
on the day and year written below

**BellSouth Telecommunications, Inc.**

Chris Boltz  
Signature

Chris Boltz  
Name

Managing Director  
Title

2-25-02  
Date

**Sprint Communications Company L.P.**

W. Richard Morris  
Signature

W. Richard Morris  
Name

Vice President - State External Affairs  
Title

2-25-02  
Date

**Sprint Spectrum L.P.**

Anthony G. Krueck  
Signature

Anthony G. Krueck  
Name

Vice President - Engineering & Network Design  
Title

02-25-02  
Date

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UNBUNDLED NETWORK ELEMENTS - Tennessee												
CATE GORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st
					Nonrecurring		Nonrecurring Disconnect					
					First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>												
OPERATIONAL SUPPORT SYSTEMS												
NOTE (1) Electronic Service Order CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.												
NOTE (2) Any element that can be ordered electronically will be billed according to the SOMEK rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEK rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.												
Electronic OSS Charge per LSR submitted via BST's OSS												
Interactive interfaces (Regional)												
UNBUNDLED EXCHANGE ACCESS LOOP												
2-WIRE ANALOG VOICE GRADE LOOP												
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	1	UEANL	UEAL2	13 19	31 99	20 02	10 65		19 99		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	2	UEANL	UEAL2	17 23	31 99	20 02	10 65		19 99		
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	3	UEANL	UEAL2	22 53	31 99	20 02	10 65		19 99		
	Loop Testing - Basic 1st Half Hour		UEANL	URET1		78 92	20 02	10 65		19 99		
	Loop Testing - Basic Additional Half Hour		UEANL	URETA		23 33	23 33			19 99		
	Engineering Information Document (EID)		UEANL	UEALC		28 80	20 02	10 65		19 99		
	Manual Order Coordination for U/L-SLs (per loop)		UEANL	UEALC		36 52	36 52					
	Order Coordination for Specified Conversion Time for U/L SL 1 (per LSR)		UEANL	OCOSL		34 29						
2 WIRE UNBUNDLED COPPER LOOP												
	2 Wire Unbundled Copper Loop - Non Designated Zone 1	1	UEQ	UEQ2X	13 19	31 99	20 02	10 65		19 99		
	2 Wire Unbundled Copper Loop - Non Designated - Zone 2	2	UEQ	UEQ2X	17 23	31 99	20 02	10 65		19 99		
	2 Wire Unbundled Copper Loop - Non Designated - Zone 3	3	UEQ	UEQ2X	22 53	31 99	20 02	10 65		19 99		
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)		UEQ	USB4C		36 52	36 52			19 99		
	Engineering Information Document		UEQ	UEQ		28 80	28 80			19 99		
	Loop Testing - Basic 1st Half Hour		UEQ	URET1		78 92	78 92			19 99		
	Loop Testing - Basic Additional Half Hour		UEQ	URETA		23 33	23 33			19 99		
UNBUNDLED EXCHANGE ACCESS LOOP												
2-WIRE ANALOG VOICE GRADE LOOP												
	2 Wire Analog Voice Grade Loop Service Level 1 Line Splitting	1	UEPSR UEPSB	UEALS	13 19	31 99	20 02	10 65		19 99		
	2 Wire Analog Voice Grade Loop Service Level 1 Line Splitting	1	UEPSR UEPSB	UEABS	13 19	31 99	20 02	10 65		19 99		
	2 Wire Analog Voice Grade Loop Service Level 1 Line Splitting	2	UEPSR UEPSB	UEALS	17 23	31 99	20 02	10 65		19 99		
	2 Wire Analog Voice Grade Loop Service Level 1 Line Splitting	2	UEPSR UEPSB	UEABS	17 23	31 99	20 02	10 65		19 99		
	2 Wire Analog Voice Grade Loop Service Level 1 Line Splitting	3	UEPSR UEPSB	UEALS	22 53	31 99	20 02	10 65		19 99		
	2 Wire Analog Voice Grade Loop Service Level 1 Line Splitting	3	UEPSR UEPSB	UEABS	22 53	31 99	20 02	10 65		19 99		
UNBUNDLED EXCHANGE ACCESS LOOP												
2 WIRE ANALOG VOICE GRADE LOOP												
	CLEC to CLEC Conversion Charge without outside dispatch (U/L SL1)		UEANL	UREWO		31 99	20 02			19 99		
	2 Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	1	UEA	UEAL2	16 56	75 06	48 20	28 70		19 99		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	2	UEA	UEAL2	21 63	75 06	48 20	28 70		19 99		
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	3	UEA	UEAL2	28 28	75 06	48 20	28 70		19 99		
	Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL		34 29						
	2 Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	1	UEA	UEAR2	16 56	75 06	48 20	28 70		19 99		

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2		Exhibit B	
CATEGORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l						OSS RATES (\$)	
							First	Add'l		First	SOMAN	SOMECD	SOMAN			
		2 Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64	19.99					
		2 Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64	19.99					
		Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch		UEA	UREWO		75.06	38.34			19.99					
		4 WIRE ANALOG VOICE GRADE LOOP														
		4 Wire Analog Voice Grade Loop - Zone 1	1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16	19.99					
		4 Wire Analog Voice Grade Loop - Zone 2	2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16	19.99					
		4 Wire Analog Voice Grade Loop - Zone 3	3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16	19.99					
		Order Coordination for Specified Conversion Time (per LSR)		UEA	OCOSL		34.29									
		2 WIRE ISDN DIGITAL GRADE LOOP														
		2 Wire ISDN Digital Grade Loop - Zone 1	1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16	19.99					
		2 Wire ISDN Digital Grade Loop - Zone 2	2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16	19.99					
		2 Wire ISDN Digital Grade Loop - Zone 3	3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16	19.99					
		Order Coordination For Specified Conversion Time (per LSR)		UDN	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch		UDN	UREWO		121.37	11.14			19.99					
		2 WIRE UNIVERSAL DIGITAL CHANNEL (UDC) COMPATIBLE LOOP														
		2 Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1	1	UDC	UDC2X	21.15	228.92	152.42	110.01	21.63	19.99					
		2 Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2	2	UDC	UDC2X	27.62	228.92	152.42	110.01	21.63	19.99					
		2 Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3	3	UDC	UDC2X	36.12	228.92	152.42	110.01	21.63	19.99					
		Order Coordination for Specified Conversion Time (per LSR)		UDC	UREWO		121.37	11.14			10.99					
		CLEC to CLEC Conversion Charge without outside dispatch														
		2 WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP														
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1	1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14	19.99					
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2	2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14	19.99					
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3	3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14	19.99					
		Order Coordination for Specified Conversion Time (per LSR)		UAL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	1	UAL	UREWO		31.99	20.02			19.99					
		2 WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1	1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14	19.99					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2	2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14	19.99					
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3	3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14	19.99					
		Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41	19.99					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41	19.99					
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41	19.99					
		Order Coordination for Specified Conversion Time (per LSR)		UHL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	1	UHL	UREWO		31.99	20.02			19.99					
		4 WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP														
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1	1	UHL	UHL4X	13.93	270.60	244.22	74.54	39.14	19.99					

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UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Exhibit B		
						Rec	Nonrecurring		Nonrecurring Disconnect First	Add'l						SOMAN	SOMAN
							First	Add'l									
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2				18.20	279.60	244.22	74.54	39.14	19.99						
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3	2	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14	19.99						
		4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	3	UHL	UHL4X	13.93	31.99	20.02	10.65	1.41	19.99						
		4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	1	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41	19.99						
		4 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	2	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41	19.99						
		Order Coordination for Specified Conversion Time (per LSR)	3	UHL	UHL4W		34.29										
		CLEC to CLEC Conversion Charge without outside dispatch	1	UHL	UHL4W		31.99										
		4-WIRE DS1 DIGITAL LOOP															
		4 Wire DS1 Digital Loop - Zone 1	1	USL	USLXX	57.73	313.08	219.72	96.80	40.45	19.99						
		4 Wire DS1 Digital Loop - Zone 2	2	USL	USLXX	75.40	313.08	219.72	96.80	40.45	19.99						
		4 Wire DS1 Digital Loop - Zone 3	3	USL	USLXX	98.59	313.08	219.72	96.80	40.45	19.99						
		Order Coordination for Specified Conversion Time (per LSR)					34.59										
		CLEC to CLEC Conversion Charge without outside dispatch					130.47	40.11			19.99						
		4-WIRE 19.2, 56 OR 64 Kbps DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps - Zone 1	1	UDL	UDL19	31.10	207.01	141.38	60.70	44.18	19.99						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 2	2	UDL	UDL19	40.81	207.01	141.38	60.70	44.18	19.99						
		4 Wire Unbundled Digital 19.2 Kbps - Zone 3	3	UDL	UDL19	53.11	207.01	141.38	60.70	44.18	19.99						
		4 Wire Unbundled Digital 56 Kbps - Zone 1	1	UDL	UDL56	31.10	207.01	141.38	60.70	44.18	19.99						
		4 Wire Unbundled Digital 56 Kbps - Zone 2	2	UDL	UDL56	40.81	207.01	141.38	60.70	44.18	19.99						
		4 Wire Unbundled Digital 56 Kbps - Zone 3	3	UDL	UDL56	53.11	207.01	141.38	60.70	44.18	19.99						
		Order Coordination for Specified Conversion Time (per LSR)					34.29										
		CLEC to CLEC Conversion Charge without outside dispatch					131.89	18.75			19.99						
		2-WIRE UNBUNDLED COPPER LOOP															
		2 Wire Unbundled Copper Loop/Short including manual service inquiry and facility reservation - Zone 1	1	UCL	UCL1PH	13.19	11.60	20.02	10.65	1.41	19.99						
		2 Wire Unbundled Copper Loop/Short including manual service inquiry and facility reservation - Zone 2	2	UCL	UCLPB	17.23	31.99	20.02	10.65	1.41	19.99						
		2 Wire Unbundled Copper Loop/Short including manual service inquiry and facility reservation - Zone 3	3	UCL	UCLPB	22.53	31.99	20.02	10.65	1.41	19.99						
		Order Coordination for Unbundled Copper Loops (per loop)					36.52										
		2-Wire Unbundled Copper Loop/Short without manual svc inquiry and facility reservation - Zone 1	1	UCL	UCLPW	13.19	31.99	20.02	10.65	1.41	19.99						
		2 Wire Unbundled Copper Loop/Short without manual svc inquiry and facility reservation - Zone 2	2	UCL	UCLPW	17.23	31.99	20.02	10.65	1.41	19.99						
		2 Wire Unbundled Copper Loop/Short without manual svc inquiry and facility reservation - Zone 3	3	UCL	UCLPW	22.53	31.99	20.02	10.65	1.41	19.99						
		Order Coordination for Unbundled Copper Loops (per loop)					36.52										
		2 Wire Unbundled Copper Loop/Long includes manual svc inquiry and facility reservation - Zone 1	1	UCL	UCL2L	13.19	31.99	20.02	10.65	1.41	19.99						
		2 Wire Unbundled Copper Loop/Long includes manual svc inquiry and facility reservation - Zone 2	2	UCL	UCL2L	17.23	31.99	20.02	10.65	1.41	19.99						
		2 Wire Unbundled Copper Loop/Long includes manual svc inquiry and facility reservation - Zone 3	3	UCL	UCL2L	22.53	31.99	20.02	10.65	1.41	19.99						
		Order Coordination for Unbundled Copper Loops (per loop)					36.52										
		2-Wire Unbundled Copper Loop/Long - without manual svc inquiry and facility reservation - Zone 1	1	UCL	UCL2W	13.19	31.99	20.02	10.65	1.41	19.99						
		2 Wire Unbundled Copper Loop/Long - without manual svc inquiry and facility reservation - Zone 2	2	UCL	UCL2W	17.23	31.99	20.02	10.65	1.41	19.99						
		2 Wire Unbundled Copper Loop/Long - without manual svc inquiry and facility reservation - Zone 3	3	UCL	UCL2W	22.53	31.99	20.02	10.65	1.41	19.99						

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2				Exhibit:				
CATEGORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l						SOMEK	SOMAN	SOMAN	SOMAN
							First	Add'l										
		Order Coordination for Unbundled Copper Loops (per loop)						36.52										
		CLEC to CLEC Conversion Charge without outside dispatch (UCL Des)	1	UCL	UCLMC			36.52										
		CLEC to CLEC Conversion Charge without outside dispatch (UCL ND)	1	UEQ	UREWO			31.99	20.02									
		CLEC to CLEC Conversion Charge without outside dispatch (UCL ND)	1		UREWO			31.99	20.02									
		4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	1	1	UCL	UCL4S	24.70	122.76	85.57	76.35	39.16				19.99			
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	1	2	UCL	UCL4S	32.25	122.76	85.57	76.35	39.16				19.99			
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	1	3	UCL	UCL4S	42.17	122.76	85.57	76.35	39.16				10.99			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52									
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	1	1	UCL	UCL4W	24.70	122.76	85.57	76.35	39.16				19.99			
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	1	2	UCL	UCL4W	32.25	122.76	85.57	76.35	39.16				19.99			
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	1	3	UCL	UCL4W	42.17	122.76	85.57	76.35	39.16				19.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52									
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 1	1	1	UCL	UCL4L	24.70	122.76	85.57	76.35	39.16				19.99			
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 2	1	2	UCL	UCL4L	32.25	122.76	85.57	76.35	39.16				19.90			
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 3	1	3	UCL	UCL4L	42.17	122.76	85.57	76.35	39.16				19.90			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52									
		4-Wire Unbundled Copper Loop/Long - without manual svc inquiry and facility reservation - Zone 1	1	1	UCL	UCL4O	24.70	122.76	85.57	76.35	39.16				19.99			
		4-Wire Unbundled Copper Loop/Long - without manual svc inquiry and facility reservation - Zone 2	1	2	UCL	UCL4O	32.25	122.76	85.57	76.35	39.16				19.90			
		4-Wire Unbundled Copper Loop/Long - without manual svc inquiry and facility reservation - Zone 3	1	3	UCL	UCL4O	42.17	122.76	85.57	76.35	39.16				19.99			
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52									
		CLEC to CLEC Conversion Charge without outside dispatch (UCL Des)	1	UCL	UREWO			31.99	20.02						19.99			
		LOOP MODIFICATION																
		Unbundled Loop Modification Removal of Load Coils - 2 Wire pair less than or equal to 18K ft	1		UAL, UHL, UCL, UEL	UIM1		65.40	65.40						19.99			
		Unbundled Loop Modification Removal of Load Coils - 2 wire greater than 18K ft	1		UCL, ULS	ULM2G		710.71	21.77						19.99			
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	1		UHL, UCL	ULM4L		65.40	65.40						19.99			
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18K ft	1		UCL	ULM4G		710.71	23.77						19.99			
		Unbundled Loop Modification Removal of Bridged Tap Removal per unbundled loop	1		UAL, UHL, UCL, UEL	UIM8T		65.44	65.44						19.99			
		SUB-LOOPS																
		Sub-Loop Distribution																
		Sub Loop - Per Cross Box Location CLEC Feeder Facility Set Up	1		UEANL	USBSA		517.25	517.25						19.99			
		Sub Loop - Per Cross Box Location - Per 25 Pair Panel Set Up	1		UEANL	USBSB		42.68	42.68						19.99			
		Sub Loop - Per Building Equipment Room - CLEC Feeder Facility Set Up	1		UEANL	USBSC		313.01	313.01						19.99			
		Sub Loop - Per Building Equipment Room - Per 25 Pair Panel Set Up	1		UEANL	USBSD		108.06	108.06						19.99			
		Sub Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide	sw		UEANL	USBN2	10.02	148.84	112.34	73.14	36.65				19.99			
		Order Coordination for Unbundled Sub Loops, per sub loop pair			UEANL	USBMC		34.29	34.29									

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2		Exhibit B	
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add1
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOME	SOMAN	SOMAN	SOMAN
		Sub Loop Distribution Per 4-Wire Analog Voice Grade Loop Zone 1	1	UEANL	USBR4	7.30	147.03	75.11	99.96	16.98	19.99		
		Sub Loop Distribution Per 4-Wire Analog Voice Grade Loop Zone 2	2	UEANL	USBR4	9.54	147.93	75.11	99.96	16.98	19.99		
		Sub Loop Distribution Per 4-Wire Analog Voice Grade Loop Zone 3	3	UEANL	USBR4	12.47	147.93	75.11	99.96	16.98	19.99		
		Order Coordination for Unbundled Sub Loops per sub loop pair		UEANL			34.29	34.29					
		Sub Loop 2 Wire Intra-building Network Cable (INC)	1	UEANL	USBR2	1.35	64.56	29.35			19.99		
		Order Coordination for Unbundled Sub Loops per sub loop pair		UEANL	USBR2		34.29	34.29					
		Sub Loop 4 Wire Intra-building Network Cable (INC)	1	UEANL	USBR4	2.26	116.14	37.10			19.99		
		Order Coordination for Unbundled Sub Loops per sub loop pair		UEANL	USBR4		34.29	34.29					
		2 Wire Copper Unbundled Sub Loop Distribution - Zone 1	1	UEF	UCS2X	5.16	110.71	37.89	94.41	11.09	19.99		
		2 Wire Copper Unbundled Sub Loop Distribution - Zone 2	1	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09	19.99		
		2 Wire Copper Unbundled Sub Loop Distribution - Zone 3	1	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09	19.99		
		Order Coordination for Unbundled Sub Loops per sub loop pair		UEF	UCS2X		34.29	34.29					
		4 Wire Copper Unbundled Sub Loop Distribution - Zone 1	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98	19.99		
		4 Wire Copper Unbundled Sub Loop Distribution - Zone 2	1	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98	19.99		
		4 Wire Copper Unbundled Sub Loop Distribution - Zone 3	1	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98	19.99		
		Order Coordination for Unbundled Sub Loops per sub loop pair		UEF	UCS4X		34.29	34.29					
		Unbundled Sub-Loop Modification											
		Unbundled Sub Loop Modification 2 W Copper Dist Load		UEF	ULM2X		335.36	7.82			19.99		
		Coil Equip Removal per 2 W PR		UEF	ULM2X								
		Unbundled Sub loop Modification 4 W Copper Dist Load		UEF	ULM4X		335.36	7.82			19.99		
		Coil Equip Removal per 4-W PR		UEF	ULM4X								
		Unbundled Sub-loop Modification 2-w4-w Copper Dist Bridged		UEF	ULM4T		528.48	9.74			19.99		
		Tap Removal per PR unloaded		UEF	ULM4T								
		Unbundled Network Terminating Wire (UNTW)		UEF	UENPP	0.4555	2.48	2.48			19.99		
		Unbundled Network Terminating Wire (UNTW) per Pair	1	UEF	UENPP								
		Network Interface Device (NID)		UEF	UND12		89.09	54.56	0.6391		19.99		
		Network Interface Device (NID) - 1-2 lines		UEF	UND16		129.65	94.51	0.6522		19.99		
		Network Interface Device (NID) - 1-6 lines		UEF	UND16		11.11	11.11			19.99		
		Network Interface Device Cross Connect 2 W		UEF	UND16		11.11	11.11			19.99		
		Network Interface Device Cross Connect 4-W		UEF	UND16		11.11	11.11			19.99		
		Sub-Loops											
		Sub Loop Feeder											
		USL Feeder DSO Set-up per Cross Box location - CLEC		UEA	UDN UCL UDL		517.25				19.99		
		Distribution Facility set up		UEA	UDN UCL UDL								
		USL Feeder - DSO Set up per Cross Box location - per 25 pair set		UEA	UDN UCL UDL		42.68	42.68			19.99		
		USL Feeder DS1 Set up at DSX location, per DS1 termination		USL	USBFZ		531.04	11.34			19.99		
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice		UEA	USBFA	12.05	122.24	85.05	76.35	39.16	19.99		
		Grade - Statewide	sw	UEA	OCOSL		34.29						
		Order Coordination for Specified Conversion Time per LSR		UEA	USBFB	12.05	122.24	85.05	76.35	39.16	19.99		
		Unbundled Sub Loop Feeder Loop, 2 Wire Loop Start Voice		UEA	OCOSL		34.29						
		Grade - Statewide	sw	UEA	OCOSL		34.29						
		Order Coordination for Specified Time Conversion per LSR		UEA	USBFC	12.05	122.24	85.05	76.35	39.16	19.99		
		Unbundled Sub Loop Feeder Loop, 2 Wire Reverse Battery		UEA	OCOSL		34.29						
		Voice Grade Loop - Statewide	sw	UEA	OCOSL		34.29						
		Order Coordination for Specified Conversion Time per LSR		UEA	USBFD	21.52	137.31	61.93	118.04	30.13	19.99		
		Unbundled Sub Loop Feeder Loop, 4 Wire Ground Start Voice	1	UEA	USBFD		137.31	61.93					
		Grade - Zone 1	2	UEA	USBFD	28.11	137.31	61.93	118.04	30.13	19.99		
		Grade - Zone 2	3	UEA	USBFD	36.76	137.31	61.93	118.04	30.13	19.99		
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start Voice		UEA	OCOSL		34.29						
		Order Coordination for Specified Conversion Time per LSR		UEA	USBFE	21.52	137.31	61.93	118.04	30.13	19.99		
		Unbundled Sub Loop Feeder Loop, 4 Wire Loop Start Voice	1	UEA	USBFE		137.31	61.93					
		Grade - Zone 1	2	UEA	USBFE	28.11	137.31	61.93	118.04	30.13	19.99		
		Unbundled Sub Loop Feeder Loop, 4 Wire Loop Start Voice		UEA	USBFE		137.31	61.93					
		Grade - Zone 2											



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UNBUNDLED NETWORK ELEMENTS - Tennessee																			
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				OSS RATES (\$)				Attachment 2				Exhibit	
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l		
							First	Add'l	First	Add'l									
		Unbundled Sub Loop Feeder Loop, 4 Wire Loop Start Voice Grade - Zone 3	3	UEA	USBF6	16.76	137.31	61.01	118.04	30.13		19.99							
		Order Coordination For Specified Conversion Time, per LSR		UEA	OCOSL		34.29												
		Unbundled Sub Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1	1	UDN	USBF6	16.11	142.83	67.45	104.67	18.53		19.99							
		Unbundled Sub Loop Feeder Loop, 2 Wire ISDN BRI - Zone 2	2	UDN	USBF6	21.04	142.83	67.45	104.67	18.53		19.99							
		Unbundled Sub Loop Feeder Loop, 2 Wire ISDN BRI - Zone 3	3	UDN	USBF6	27.51	142.83	67.45	104.64	18.53		19.99							
		Order Coordination For Specified Conversion Time, per LSR		UDN	OCOSL		34.29												
		Unbundled Sub Loop Feeder, 2 Wire UDC (DSL compatible)	1	UDC	USBF5	16.11	142.83	67.45	104.67	18.53		19.99							
		Unbundled Sub Loop Feeder, 2 Wire UDC (DSL compatible)	2	UDC	USBF5	21.04	142.83	67.45	104.67	18.53		19.99							
		Unbundled Sub Loop Feeder, 2 Wire UDC (DSL compatible)	3	UDC	USBF5	27.51	142.83	67.45	104.64	18.53		19.99							
		Unbundled Sub Loop Feeder Loop, 4 Wire DS1 - Zone 1	1	USL	USBF6	39.74	116.00	40.62	106.82	18.91		19.99							
		Unbundled Sub Loop Feeder Loop, 4 Wire DS1 - Zone 2	2	USL	USBF6	51.90	116.00	40.62	106.82	18.91		19.99							
		Unbundled Sub Loop Feeder Loop, 4 Wire DS1 - Zone 3	3	USL	USBF6	67.86	116.00	40.62	106.82	18.91		19.99							
		Order Coordination For Specified Conversion Time, per LSR		USL	OCOSL		34.29												
		Unbundled Sub Loop Feeder, 2-Wire Copper Loop - Zone 1	1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53		19.99							
		Unbundled Sub Loop Feeder Loop, 2 Wire Copper Loop - Zone 2	2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53		19.99							
		Unbundled Sub-Loop Feeder Loop, 2 Wire Copper Loop - Zone 3	3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53		19.99							
		Order Coordination For Specified Conversion Time, per LSR		UCL	OCOSL		34.29												
		Sub Loop Feeder - Per 4 Wire Copper Loop - Zone 1	1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53		19.99							
		Sub Loop Feeder - Per 4 Wire Copper Loop - Zone 2	2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53		19.99							
		Sub Loop Feeder - Per 4 Wire Copper Loop - Zone 3	3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53		19.99							
		Order Coordination For Specified Conversion Time, per LSR		UCL	OCOSL		34.29												
		Sub Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91		19.99							
		Sub Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91		19.99							
		Sub Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop	3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91		19.99							
		Sub Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1	1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91		19.99							
		Sub Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2	2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91		19.99							
		Sub Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3	3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91		19.99							
		Order Coordination For Specified Conversion Time, per LSR		UDL	OCOSL		34.29												
SUB-LOOPS																			
		Sub Loop Feeder - DS3 - Per Mile Per Month		UE3	1L5SL	14.11													
		Sub Loop Feeder - DS3 - Facility Termination Per Month		UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31		19.99							
		Sub Loop Feeder - STS-1 - Per Mile Per Month		UDLSX	1L5SL	14.11													
		Sub Loop Feeder - STS-1 - Facility Termination Per Month		UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31		19.99							
		Sub Loop Feeder - OC-3 - Per Mile Per Month		UDLO3	1L5SL	10.71													
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month		UDLO3	USBF5	56.64													
		Sub Loop Feeder - OC-3 - Facility Termination Per Month		UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31		19.99							
		Sub Loop Feeder - OC-12 - Per Mile Per Month		UDL12	1L5SL	13.18													
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month		UDL12	USBF6	639.98													
		Sub Loop Feeder - OC-12 - Facility Termination Per Month		UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31		19.99							
		Sub Loop Feeder - OC-48 - Per Mile Per Month		UDL48	1L5SL	43.22													
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month		UDL48	USBF9	320.36													
		Sub Loop Feeder - OC-48 - Facility Termination Per Month		UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31		19.99							
		Sub Loop Feeder - OC-12 Interface On OC-48		UDL48	USBF8	361.44	789.41	407.68	165.17	501.31		19.99							
UNBUNDLED LOOP CONCENTRATION																			
		Loop Channelization System		ULC	ULCCS	307.07	307.34	74.37	4.18			19.99							

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2			Exhibit B			
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l				
						Rec	Nonrecurring		Nonrecurring Disconnect First	Add'l						SOMEC	SOMAN	SOMAN	SOMAN
							First	Add'l											
		CO Channel Interface - 2 Wire Voice Grade		ULC	ULCC2	1.20	0.57	9.52	8.60		19.99								
		Unbundled Loop Concentration - System A (TR008)		ULC	UCT8A	500.18	613.60	613.60			19.99								
		Unbundled Loop Concentration - System B (TR008)		ULC	UCT8B	54.82	255.67	255.67			19.99								
		Unbundled Loop Concentration - System A (TR303)		ULC	UCT3A	539.00	613.60	613.60			19.99								
		Unbundled Loop Concentration - System B (TR303)		ULC	UCT3B	92.37	255.67	255.67			19.99								
		Unbundled Loop Concentration - DS1 Loop Interface Card		ULC	UCTCO	6.23	74.39	53.07	8.46		19.99								
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)		UDN	ULCC1	8.46	8.69	8.65	9.71	9.65	19.99								
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)		UDC	ULCCU	8.46	8.69	8.65	9.71	9.65	19.99								
		Ground Start Loop Interface (POTS Card)		UEA	ULCC2	2.32	8.69	8.65	9.71	9.65	19.99								
		Unbundled Loop Concentration - 2 Wire Voice Reverse Battery Loop Interface (SPOTS Card)		UEA	ULCCR	12.45	8.69	8.65	9.71	9.65	19.99								
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)		UEA	ULCC4	7.53	8.69	8.65	9.71	9.65	19.99								
		Unbundled Loop Concentration - TEST CIRCUIT Card		ULC	UCTTC	35.77	8.69	8.65	9.71	9.65	19.99								
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface		UDL	ULCC7	11.03	8.69	8.65	9.71	9.65	19.99								
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface		UDL	ULCC5	11.03	8.69	8.65	9.71	9.65	19.99								
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface		UDL	ULCC6	11.03	8.69	8.65	9.71	9.65	19.99								
UNE OTHER, PROVISIONING ONLY - NO RATE																			
		NID - Dispatch and Service Order for NID Installation		UENTW	URDBX														
		UENTW Circuit to Establishment - Provisioning Only - No Rate		UENTW	UEUCE														
		Unbundled Contract Name - Provisioning Only - No Rate		UEANL	UEUOE	UEUECN													
UNE OTHER, PROVISIONING ONLY - NO RATE																			
		Unbundled Contract Name - Provisioning Only - no rate		UAL	UCL	UDC	UDL	UNEEN											
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate		UEA	UDN	UCL	UDC	USBFQ											
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate		UEA	USL	UCL	UDL	USBFR											
		Unbundled DS1 Loop - Superframe Format Option - no rate		USL				CCOSF											
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate		USL				CCOEF											
HIGH CAPACITY UNBUNDLED LOCAL LOOP																			
NOTE 4 month minimum billing period																			
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month		UE3		9.19													
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month		UE3		374.24	595.37	304.50	234.83	170.16	19.09								
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month		UDLSX		9.19													
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month		UDLSX		389.35	595.37	304.50	215.82	151.15	19.99								
Note (1) Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority. The interim rates offered here were established per TRA Docket No. 01-00528 as of January 25, 2002																			
LOOP MAKE-UP																			
		Loop Makeup - Preordering Without Reservation - per working or spare facility (Manual)	I	UMK	UMKWLW		0.76	0.76											
		Loop Makeup - Preordering With Reservation - per spare facility (Manual)	I	UMK	UMKPLP		0.76	0.76											
		Loop Makeup - With or Without Reservation, per working or spare facility (Manual)	I	UMK	PSUMK		0.76	0.76											
HIGH FREQUENCY SPECTRUM																			
SPLITTERS-CENTRAL OFFICE BASED																			
		Line Sharing Splitter - per System 96 Line Capacity	I	ULS	ULSDA	100.00	150.00	0.00	0.00	0.00	19.99								
		Line Sharing Splitter - per System 24 Line Capacity	I	ULS	ULSDB	25.00	150.00	0.00	0.00	0.00	19.99								
		Line Sharing Splitter - Per System, 8 Line Capacity	I	ULS	ULSDB	8.33	150.00	0.00	0.00	0.00	19.99								

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2		Exhibit B	
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect Add'l	SOME	SOMAN	SOMAN	SOMAN
		Line Sharing DLEC Owned Splitter at CO CFA activation (deactivation per LSOD)	1	ULS	ULSDG		103.06		92.71		19.99		
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING													
		Line Sharing - per Line Activation (BST owned Splitter)	1	ULS	ULSDC	0.61	40.00	31.39	0.00		19.99		
		Line Sharing - per Subsequent Activity per Line Rearrangement	1	ULS	ULSDS		30.00	15.00			19.99		
		Line Sharing - per Line Activation (DLEC owned Splitter)	1	ULS	ULSCC	0.61	47.44	19.31	0.00		19.99		
		Line Splitting - per line activation DLEC owned splitter	1	UEPSR UEPSB	UREOS	0.61							
		Line Splitting - per line activation BST owned - physical	1	UEPSR UEPSB	UREBP	0.97	48.96	21.39	35.06	10.79	19.99		
		Line Splitting - per line activation BST owned - virtual	1	UEPSR UEPSB	UREBV	0.91	48.96	21.39	35.06	10.79	19.99		
UNBUNDLED TRANSPORT													
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE													
		Interoffice Channel - Dedicated Transport - 2 Wire Voice Grade											
		Per Mile per month		UITVX	IL5XX	0.0054							
		Interoffice Channel - Dedicated Transport - 2 Wire Voice Grade											
		Facility Termination per month		UITVX	UITV2	18.58	55.39	17.37	27.96	3.51	19.99		
		Interoffice Channel - Dedicated Transport - 2 Wire Voice Grade											
		Rev Bat - Per Mile per month		UITVX	IL5XX	0.0054							
		Interoffice Channel - Dedicated Transport - 2 Wire VG Rev Bat											
		Facility Termination per month		UITVX	UITR2	18.58	55.39	17.37	27.96	3.51	19.99		
		Interoffice Channel - Dedicated Transport - 4 Wire Voice Grade											
		Per Mile per month		UITVX	IL5XX	0.0054							
		Interoffice Channel - Dedicated Transport - 4 Wire Voice Grade											
		Facility Termination per month		UITVX	UITV4	24.09	37.87	26.02	30.78	13.07	19.99		
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month											
		Interoffice Channel - Dedicated Transport - 56 kbps Facility			UITDX	0.0174							
		Termination per month		UITDX	UITD5	17.98	55.39	17.37	27.96	3.51	19.99		
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month											
		Interoffice Channel - Dedicated Transport - 64 kbps Facility			UITDX	0.0174							
		Termination per month		UITDX	UITD6	17.98	55.39	17.37	27.96	3.51	19.99		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1													
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			UITD1	0.3462							
		Interoffice Channel - Dedicated Transport - DS1 Facility											
		Termination per month		UITD1	UITF1	77.88	112.40	70.27	10.55	14.90	19.99		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3													
		Interoffice Channel - Dedicated Transport - DS3 Per Mile per month			UITD3	2.34							
		Interoffice Channel - Dedicated Transport - DS3 Facility											
		Termination per month		UITD3	UITF3	848.99	395.29	176.56	109.04	105.91	19.99		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - STS-1													
		Interoffice Channel - Dedicated Transport - STS-1 Per Mile per month			UITS1	2.34							
		Interoffice Channel - Dedicated Transport - STS-1 Facility											
		Termination per month		UITS1	UITFS	849.30	305.20	176.56	109.04	105.01	19.99		
LOCAL CHANNEL - DEDICATED TRANSPORT													
NOTE LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months													
		Local Channel - Dedicated - 2 Wire Voice Grade per month	1	ULDVX	ULDV2	17.18	199.33	24.16	54.81	4.80			
		Local Channel - Dedicated - 2 Wire Voice Grade per month	2	ULDVX	ULDV2	22.44	199.33	24.16	54.81	4.80			
		Local Channel - Dedicated - 2 Wire Voice Grade per month	3	UNDVX	ULDV2	20.34	199.33	24.16	54.81	4.80			
		Local Channel - Dedicated - 2 Wire Voice Grade Rev Bat per month			ULDR2						19.99		
		Local Channel - Dedicated - 2 Wire Voice Grade Rev Bat Per month - Zone 1	1	ULDVX	ULDR2	17.18	199.33	24.16	54.81	4.80			
		Local Channel - Dedicated - 2 Wire Voice Grade Rev Bat Per Month - Zone 2	2	ULDVX	ULDR2	22.44	199.33	24.16	54.81	4.80			

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2			Exhibit B		
CATEGORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
						Rec	Nonrecurring Add'l	Nonrecurring Disconnect First	SOME						SOMAN
		Local Channel - Dedicated - 2 Wire Voice Grade Rev Bat Per Month - Zone 3	3	ULDVX	ULDR2	29.34	199.33	24.16	54.81	4.80					
		Local Channel - Dedicated - 4 Wire Voice Grade per month - Zone 1	1	UNDVX	ULDV4	18.18	201.53	24.83	55.52	5.51					
		Local Channel - Dedicated - 4 Wire Voice Grade per month - Zone 2	2	UNDVX	ULDV4	23.74	201.53	24.83	55.52	5.51					
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3	3	UNDVX	ULDV4	31.05	201.53	24.83	55.52	5.51					
		Local Channel - Dedicated - DS1 per month - Zone 1	1	ULDD1	ULDF1	36.24	277.35	233.26	33.18	22.30					
		Local Channel - Dedicated - DS1 per month - Zone 2	2	ULDD1	ULDF1	47.33	277.35	233.26	33.18	22.30					
		Local Channel - Dedicated - DS1 per month - Zone 3	3	ULDD1	ULDF1	61.89	277.35	233.26	33.18	22.30					
		Local Channel - Dedicated - DS3 Per Mile per month		ULDD3	IL5NC	7.15									
		Local Channel - Dedicated - DS3 - Facility Termination per month		ULDD3	ULDF3	611.30	595.37	304.50	215.82	151.15	19.99				
		Local Channel - Dedicated - STS-1 Per Mile per month		ULDS1	IL5NC	7.15									
		Local Channel - Dedicated - STS-1 - Facility Termination per month		ULDS1	ULDF5	599.59	588.07	297.20	215.82	151.15	19.99				
UNBUNDLED TRANSPORT															
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC3													
		Interoffice Channel - Dedicated Transport - OC3 - Per Mile per month		UIT03	IL5XX	\$4.43									
		Interoffice Channel - Dedicated Transport - OC3 - 2 Fiber Facility Termination per month		UIT03	UIT1F	\$2,361.11	\$689.30	\$163.78	\$130.87	\$130.87	19.99				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC12													
		Interoffice Channel - Dedicated Transport - OC12 - Per Mile per month		UIT12	IL5XX	\$14.41									
		Interoffice Channel - Dedicated Transport - OC12 - 2 Fiber Facility Termination per month		UIT12	UIT2F	\$9,124.11	\$893.84	\$163.78	\$130.87	\$130.87	19.99				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC48													
		Interoffice Channel - Dedicated Transport - OC48 - Per Mile per month		UIT48	IL5XX	\$26.52									
		Interoffice Channel - Dedicated Transport - OC48 - 2 Fiber Facility Termination per month		UIT48	UIT4F	\$13,229.11	\$894.84	\$163.78	\$100.04	\$105.91	19.99				
LOCAL CHANNEL - DEDICATED TRANSPORT															
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period below DS3-one month DS3 and above-four months													
		Local Channel - Dedicated - OC3 - 2 Fiber Facility Termination per month		ULDO1	IL5NC	\$6.07									
		Local Channel - Dedicated - OC12 - Per Mile per month		ULDO1	ULD12	\$1,320.28	\$787.84	\$262.31	\$109.04	\$105.91	19.99				
		Local Channel - Dedicated - OC12 - 2 Fiber Facility Termination per month		ULDO1	ULD12	\$8.58									
		Local Channel - Dedicated - OC48 - Per Mile per month		ULDO1	ULD12	\$7,849.28	\$992.37	\$262.31	\$109.04	\$105.91	19.99				
		Local Channel - Dedicated - OC48 - 2 Fiber Facility Termination per month		ULDO1	ULD12	\$28.14									
		Local Channel - Dedicated - OC48 - 2 Fiber Facility Termination per month		ULDO1	ULD12	\$1,908.11	\$985.07	\$255.01	\$109.04	\$105.91	19.99				
HIGH CAPACITY UNBUNDLED LOCAL LOOP															
		NOTE: 4 month minimum billing period													
		High Capacity Unbundled Local Loop - OC3 - Per Mile per month		UDLO3	IL5ND	\$0.87									
		High Capacity Unbundled Local Loop - OC3 - 2 Fiber Facility Termination per month		UDLO3	UDL12	\$018.98	\$787.84	\$262.31	\$100.04	\$105.91	19.99				
		High Capacity Unbundled Local Loop - OC12 - Per Mile per month		UDL12	IL5ND	\$8.58									
		High Capacity Unbundled Local Loop - OC12 - 2 Fiber Facility Termination per month		UDL12	UDL22	\$2,246.28	\$992.37	\$262.31	\$109.04	\$105.91	19.99				
		High Capacity Unbundled Local Loop - OC48 - per mile per month		UDL48	IL5ND	\$28.14									

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2			Exhibit						
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l					
						Rec	Nonrecurring		Nonrecurring Disconnect First						Add'l	SOME	SOMAN	SOMAN	SOMAN
							First	Add'l											
		High Capacity Unbundled Local Loop - OC-48 2 Fiber- Facility Termination per month		UDL48	UDL42	\$1 490.00	\$1 190.00	\$255.01	\$128.05	\$124.92	19.99								
MULTIPLEXERS																			
		Channelization DS1 to DS0 Channel System (OCU DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64Kbs)				80.77	141.67	77.11	14.51	13.46	19.99								
		2 wire (SDN COCI (BRITE) DS1 to DS0 Channel System - per month				1.82	6.07	4.66			19.99								
		Voice Grade COCI DS1 to DS0 Channel System - per month				3.10	6.07	4.66			19.99								
		DS3 to DS1 Channel System per month				222.98	308.03	108.47	44.47	42.62	19.99								
		DS1 to DS1 Channel System per month				222.98	308.03	108.47	44.47	42.62	19.99								
		DS3 Interface Unit (DS1 COCI) used with Loop per month				17.58	6.07	4.66			19.99								
DARK FIBER																			
		Dark Fiber Four Fiber Strands Per Route Mile or Fraction Thereof per month - Local Channel				58.83													
		NRFC Dark Fiber - Local Channel					1 121.00	153.19	580.26	357.17	19.99								
		Dark Fiber Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel				28.74													
		NRFC Dark Fiber - Interoffice Channel					1 121.00	153.19	580.26	357.17	19.99								
		Dark Fiber Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop				58.83													
		NRFC Dark Fiber - Local Loop					1 121.00	153.19	580.26	357.17	19.99								
TRANSPORT OTHER																			
8XX ACCESS TEN DIGIT SCREENING																			
		8XX Access Ten Digit Screening Per Call				0.0005192													
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved					5.21	0.76			19.99								
		8XX Access Ten Digit Screening, Per 8XX No Established W/O POTIS Translations					11.47	1.46	7.34	0.7602	19.09								
		8XX Access Ten Digit Screening, Per 8XX No Established With POTIS Translations					11.47	1.46	7.34	0.7602	19.09								
		8XX Access Ten Digit Screening Customized Area of Service Per 8XX Number					4.47	2.24			19.09								
		8XX Access Ten Digit Screening Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No					5.23	1.00			19.99								
		8XX Access Ten Digit Screening Change Charge Per Request					5.97	0.76			19.99								
		8XX Access Ten Digit Screening Call Handling and Destination Features					4.47				19.99								
LINE INFORMATION DATA BASE ACCESS (LIDB)																			
		LIDB Common Transport Per Query				0.0000354													
		LIDB Validation Per Query				0.0117403													
		LIDB Originating Point Code Establishment or Change					40.03				19.99								
SIGNALING (CCS7)																			
		CCS7 Signaling Termination Per STP Port				138.41													
		CCS7 Signaling Usage Per TCAP Message				0.0000916													
		CCS7 Signaling Construction Per link (A link)				17.84	1.30.84	1.30.84			19.09								
		CCS7 Signaling Construction Per link (B link) (also known as D link)				17.84	1.30.84	1.30.84			19.09								
		CCS7 Signaling Usage Per ISUP Message				0.0000373													
		CCS7 Signaling Usage Surrogate per link per LATA				352.30													
		CCS7 Signaling Point Code per Originating Point Code Establishment or Change per STP affected					40.00	40.00			19.09								
		CCS7 Signaling Point Code per Destination Point Code Establishment or Change Per Slip Affected					8.00	8.00			19.99								
CALLING NAME (CNAM) SERVICE																			
		CNAM for DB Owners Per Query				0.0010541													
		CNAM for Non DB Owners Per Query				0.0010541													

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2				Exhibit		
CATEGORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	OSS RATES (\$)			Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l
						Rec	Nonrecurring First	Nonrecurring Add'l			SOME	SOMAN	SOMAN			
		CNAM (Non Database Owner) NRC applies when using the Character Based User Interface (CHUI)		OOV	CDDCH		595.00	595.00				19.99				
OPERATOR CALL PROCESSING																
		Oper Call Processing Oper Provided, Per Min - Using BST				1.08										
		LDB														
		Oper Call Processing Oper Provided, Per Min - Using Foreign LDB				1.13										
		Oper Call Processing Fully Automated, per Call Using BST														
		LDB				0.1010153										
		Oper Call Processing Fully Automated per Call Using Foreign LDB				0.1228180										
INWARD OPERATOR SERVICES																
		Inward Operator Services - Verification Per Call				1.00										
		Inward Operator Services Verification and Emergency Interrupt Per Call				1.95										
BRANDING - OPERATOR CALL PROCESSING																
		Recording of Custom Branded OA Announcement			CBAOS		1.555.00	1.553.00				19.99				
		Loading of Custom Branded OA Announcement per shelf/NAV			CBAOL		240.71	240.71				10.99				
		Unbranding via OLNS for UNEP CLEC														
		Loading of OA per OCN (Regional)					1.200.00	1.200.00								
DIRECTORY ASSISTANCE SERVICES																
		Directory Assistance Access Service														
		Directory Assistance Access Service Calls, Charge Per Call				0.2286787										
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC) Per Call Attempt				0.0364771										
DIRECTORY TRANSPORT																
		SWA Common Transport per Directory Assistance Access Service Call				0.000271										
		SWA Common Transport per Directory Assistance Access Service Call Mile				0.0000165										
		Access Tandem Switching per Directory Assistance Access Service Call				0.0001875										
		Directory Assistance Interconnection per Directory Assistance Access Service Call				0.00										
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing				0.0485										
		Directory Assistance Data Base Service per month			DBSOF	104.13										
BRANDING - DIRECTORY ASSISTANCE																
Facility Based CLEC																
		Recording and Provisioning of DA Custom Branded Announcement		AMT	LBADA		1.555.00	1.553.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch		AMT	CBADC		240.71	240.71								
UNEP CLEC																
		Recording of DA Custom Branded Announcement					1.555.00	1.553.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN					240.71	240.71								
Unbranding via OLNS for UNEP CLEC																
		Loading of DA per OCN (1 OCN per Order)					420.00	420.00								
		Loading of DA per Switch per OCN					10.00	10.00								
SELECTIVE ROUTING																
		Selective Routing Per Unique Line Class Code Per Request Per Switch			USRCR		179.60	179.60								
VIRTUAL COLLOCATION																
		Virtual Collocation Application Cost		AMTFS	EAF		2.633.00	2.633.00								
		Virtual Collocation Cable Installation Cost, per cable		AMTFS	ESPCX		1.749.00	1,749.00								
		Virtual Collocation Floor Space, per sq. ft		AMTFS	ESPVX	3.91										

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UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Attachment 2		Exhibit	
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l		
							First	Add'l	First						Add'l
		Virtual Collocation - Power, per breaker amp		AMTFS	ESPAX	6.70									
		Virtual Collocation - Cable Support Structure, per entrance cable		AMTFS	ESP-SX	17.87									
		Virtual Collocation - 2 wire Cross Connects (loop)		ueanl,uea,udh,udc,udl	UEAC2	0.57	11.62	9.90	10.38	8.60	19.99				
		Virtual Collocation - 4 wire Cross Connects (loop)		uea,uhl,udl,udl,AMTF	UEAC4	0.57	11.81	10.04	10.44	8.67	19.99				
		Virtual Collocation - 2 Fiber Cross Connects		AMTFS	CNC2F	3.03	41.56	29.82	12.98	10.34	19.99				
		Virtual Collocation - 4 Fiber Cross Connects		AMTFS	CNC4F	6.06	50.53	38.78	16.97	14.35	19.99				
		Virtual collocation - DS1 Cross Connects		USL,ULC,AMTFS	CNC1X	1.32	32.22	17.76	10.46	8.75	19.99				
		Virtual Collocation - DS3 Cross Connects		USL,ULC,AMTFS	CNC3X	12.32	20.07	16.30	12.03	8.09	19.99				
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable													
		Support Structure, per linear foot		AMTFS	VE1CB	0.0031									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax		AMTFS	VE1CC	0.0045									
		Cable Support Structure, per linear ft													
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable													
		Support Structure, per cable		AMTFS	VE1CD		555.03								
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax													
		Cable Support Structure, per cable		AMTFS	VE1CE		555.03								
		Virtual collocation - Security Escort - Basic, per half hour		AMTFS	SPTBX		33.15	20.44							
		Virtual collocation - Security Escort - Overtime, per half hour		AMTFS	SPTOX		41.50	25.61							
		Virtual collocation - Security Escort - Premium, per half hour		AMTFS	SPTPX		49.86	30.79							
		Virtual collocation - Maintenance in CO - Basic, per half hour		AMTFS	CTRLX		30.64								
		Virtual collocation - Maintenance in CO - Overtime, per half hour		AMTFS	SPTOM		35.77	35.77							
		Virtual collocation - Maintenance in CO - Premium, per half hour		AMTFS	SPTPM		40.90	40.90							
VIRTUAL COLLOCATION															
		Virtual Collocation - 2 wire Cross Connect, Exchange Port 2 Wire Analog Res		UEPSR	VE1R2	0.30	19.20	19.20			19.99				
		Virtual Collocation - 2 Wire Cross Connect - Exchange Port 2 Wire Line Side PBX Trunk Bus		UEPSP	VE1R2	0.30	19.20	19.20			19.99				
		Virtual Collocation - 2 Wire Cross Connect - Exchange Port 2 Wire Voice Grade PBX Trunk Res		UEPSE	VE1R2	0.30	19.20	19.20			19.99				
		Virtual Collocation - 2-Wire Cross Connect - Exchange Port 2 Wire Analog Bus		UEPSB	VE1R2	0.30	19.20	19.20			19.99				
		Virtual Collocation - 2 Wire Cross Connect, Exchange Port 2-Wire													
		ISDN		UEPSX	VE1R2	0.30	19.20	19.20			19.99				
		Virtual Collocation - 2 Wire Cross Connect, Exchange Port 2 Wire													
		ISDN		UEPTX	VE1R2	0.30	19.20	19.20			10.09				
		Virtual Collocation - 4 Wire Cross Connect, Exchange Port 4 Wire													
		ISDN DS1		UEPEX	VE1R4	0.50	19.20	19.20			10.99				
VIRTUAL COLLOCATION															
		Virtual Collocation - 2 Wire Cross Connects (Loop) for Line Splitting		UEPSR UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66	19.99				
AIN SELECTIVE CARRIER ROUTING															
		Regional Service Establishment		SRC	SRGEC		190.638.00		16,200.00		19.99				
		End Office Establishment		SRC	SRCEO		317.55		3.19		19.99				
		Line/Port NRC, per end user		SRC	SRCLP		0.00	0.00			19.99				
		Query NRC, per query		SRC		0.0206047									
AIN - BELL SOUTH AIN SMS ACCESS SERVICE															
		AIN SMS Access Service - Service Establishment, Per State Initial Setup		AIN	CAMSE		135.56	135.56			19.99				
		AIN SMS Access Service - Port Connection - Dial/Shared Access		AIN	CAMDP		41.75	41.75			19.99				
		AIN SMS Access Service - Port Connection - ISDN Access		AIN	CAMIP		41.75	41.75			19.99				
		AIN SMS Access Service - User Identification Codes - Per User ID Code		AIN	CAMAU		96.63	96.63			19.99				
		AIN SMS Access Service - Security Card - Per User ID Code Initial or Replacement		AIN	CAMRC		113.67	113.67			19.09				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)				0.0024									
		AIN SMS Access Service - Session, Per Minute				0.0820123									
		AIN SMS Access Service - Company Performed Session - Per Minute				2.27									

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2				Exhibit B	
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l		
						Rec	Nonrecurring First Add'l	Nonrecurring Disconnect First Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN		
OSS RATES (\$)															
AIN - BELLSOUTH AIN TOOLKIT SERVICE															
		AIN Toolkit Service - Service Establishment Charge, Per State													
		Initial Setup					132.04	132.04		19.99					
		AIN Toolkit Service - Training Session, Per Customer		CAM	BAPSC		7,015.00	7,015.00		10.99					
		AIN Toolkit Service - Trigger Access Charge - Per Trigger Pur			BAPVX										
		DN Term Attempt			BAPT		31.21	31.21		19.99					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger Per			BAPTD		31.21	31.21		19.99					
		DN Off Hook Delay													
		AIN Toolkit Service - Trigger Access Charge, Per Trigger Per			BAPTM		31.21	31.21		19.99					
		DN Off-Hook Immediate													
		AIN Toolkit Service - Trigger Access Charge, Per Trigger Per			BAPTO		85.24	85.24		19.99					
		DN 10-Digit PDDP													
		AIN Toolkit Service - Trigger Access Charge - Per Trigger Pur			BAPTC		85.24	85.24		19.99					
		DN CDP													
		AIN Toolkit Service - Trigger Access Charge - Per Trigger Per													
		DN Feature Code			BAPT	0.0211892	85.24	85.24		19.99					
		AIN Toolkit Service - Query Charge, Per Query													
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit				0.0054774									
		Subscription Per Node Per Query													
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access				1.50									
		Account, Per 100 kilobytes													
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service		CAM	BAPMS	17.43	33.52	33.52		19.99					
		Subscription													
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service													
		Subscription													
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service		CAM	BAPLS	0.1321116	36.23	36.23		19.99					
		Subscription													
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit		CAM	BAPDS	17.35	33.52	33.52		19.99					
		Service Subscription													
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit		CAM	BAPES	0.0511435	36.23	36.23		19.99					
ENHANCED EXTENDED LINK (EELs)															
NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and densely zone 1 of following MSAs: Orlando, FL, Miami, FL, Ft. Lauderdale, FL,															
NOTE: Charlotte-Gastonia-Rockhill, NC, Greensboro-Winston Salem High Point, NC. Use all rates below except Switch As Is Charge															
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs (Non-recurring rates do not apply.)															
NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements (No Switch As Is Charge)															
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire VG Loop(SL2) in a DS1 Interoffice Transport													
		Combination - Zone 1	1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86	19.99				
		First 2 Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport													
		Combination - Zone 2	2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86	19.99				
		First 2 Wire VG Grade Loop(SL2) in a DS1 Interoffice Transport													
		Combination - Zone 3	3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86	19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month													
		Interoffice Transport - Dedicated - DS1 combination - Facility			1L5XX	0.3562									
		Termination per month			U1TF1	77.86	171.24	113.12	70.07	30.90	19.99				
		DS1 Channelization System Per Month			MQ1	80.77	105.76	14.48	3.04	2.74					
		Voice Grade COCI - DS1 To DS0 Interface - Per Month			ID1VG	0.91	5.70	4.42							
		Each Additional 2 Wire VG Loop(SL2) in the same DS1													
		Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86	19.99				
		Each Additional 2 Wire VG Loop(SL2) in the same DS1													
		Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86	19.99				
		Each Additional 2 Wire VG Loop(SL2) in the same DS1													
		Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86	19.99				
		Voice Grade COCI - DS1 to DS0 Channel System - combination per month													
		Nonrecurring Currently Combined Network Elements Switch As Is Charge			1D1VG	0.91	5.70	4.42							
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)													
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice			UHCCC		52.73	24.62	9.12	9.12	19.99				
		Transport Combination - Zone 1	1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86	19.99				



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UNBUNDLED NETWORK ELEMENTS - Tennessee			Attachment 2										Exhibit		
CATEGORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First						
		First 4 Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86	19.99				
		First 4 Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86	19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNCIX	IL5XX	0.3562									
		Interoffice Transport - Dedicated - DS1 Facility Termination Per Month		UNCIX	UITF1	77.86	171.24	113.12	70.07	30.90	19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month		UNCIX	MO1	80.77	105.76	14.48	3.04	2.74					
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month		UNCVX	1D1VG	0.91	5.70	4.42							
		Additional 4 Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86	19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86	19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86	19.99				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month		UNCVX	1D1VG	0.91	5.70	4.42							
		Nonrecurring Currently Combined Network Elements Switch As Is Charge		UNCIX	UNCCC		52.73	24.62	9.12	9.12	19.99				
		<b>4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>													
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1	1	UNCDCX	UDL56	31.10	108.76	35.47	72.94	10.86	19.99				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2	2	UNCDCX	UDL56	40.61	108.76	35.47	72.94	10.86	19.99				
		First 4 Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3	3	UNCDCX	UDL56	53.11	108.76	35.47	72.94	10.86	19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNCIX	IL5XX	0.3562									
		Interoffice Transport - Dedicated - DS1 combination Facility Termination Per Month		UNCIX	UITF1	77.86	171.24	113.12	70.07	30.90	19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month		UNCIX	MO1	80.77	105.76	14.48	3.04	2.74					
		OCU DP COCI (data) - DS1 to DS0 Channel System - per month (2 4 64Kbps)		UNCDCX	1D1DD	0.91	5.70	4.42							
		Additional 4 Wire 56Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 1	1	UNCDCX	UDL56	31.10	108.76	35.47	72.94	10.86	19.99				
		Additional 4-Wire 56Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 2	2	UNCDCX	UDL56	40.61	108.76	35.47	72.94	10.86	19.99				
		Additional 4 Wire 56Kbps Digital Grade Loop same DS1 Interoffice Transport Combination - Zone 3	3	UNCDCX	UDL56	53.11	108.76	35.47	72.94	10.86	19.99				
		OCU DP COCI (data) - DS1 to DS0 Channel System combination per month (2 4 64Kbps)		UNCDCX	1D1DD	0.91	5.70	4.42							
		Nonrecurring Currently Combined Network Elements Switch As Is Charge		UNCIX	UNCCC		52.73	24.62	9.12	9.12	19.99				
		<b>4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)</b>													
		First 4 Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1	1	UNCDCX	UDL64	31.10	108.76	35.47	72.94	10.86	19.99				
		First 4 Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2	2	UNCDCX	UDL64	40.61	108.76	35.47	72.94	10.86	19.99				
		First 4 Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3	3	UNCDCX	UDL64	53.11	108.76	35.47	72.94	10.86	19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month		UNCIX	IL5XX	0.3562									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month		UNCIX	UITF1	77.86	171.24	113.12	70.07	30.90	19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month		UNCIX	MO1	80.77	105.76	14.48	3.04	2.74	19.99				

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UNBUNDLED NETWORK ELEMENTS - Tennessee															
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment 2				Exhibit
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l		Svc Order Submitted Manually per LSR	OSS RATES (\$)			
							First	Add'l				SOME	SOMAN	SOMAN	
		OCU DP COCI (data) - DS1 to DS0 Channel System combination per month (24 64kbs)		UNDCDX	101DD	0.01	5.70	4.42							
		Additional 4 Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1	1	UNDCDX	UDL64	31.10	108.76	35.47	72.94	10.86		19.99			
		Additional 4 Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2	2	UNDCDX	UDL64	40.61	108.76	35.47	72.94	10.86		19.99			
		Additional 4 Wire 64Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3	3	UNDCDX	UDL64	53.11	108.76	35.47	72.94	10.86		19.99			
		OCU DP COCI (data) - DS1 to DS0 Channel System combination per month (24 64kbs)		UNDCDX	101DD	0.01	5.70	4.42							
		Nonrecurring Currently Combined Network Elements Switch As Is Charge		UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99			
		4 WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)													
		4 Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1	1	UNC1X	USLXX	57.73	228.40	161.74	70.87	24.88		19.99			
		4 Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2	2	UNC1X	USLXX	75.40	228.40	161.74	70.87	24.88		19.99			
		4 Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3	3	UNC1X	USLXX	98.59	228.40	161.74	70.87	24.88		19.99			
		Interoffice Transport Dedicated DS1 combination - Per Mile Per Month		UNC1X	1L5XX	0.3562									
		Interoffice Transport Dedicated - DS1 combination - Facility Termination Per Month		UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99			
		Nonrecurring Currently Combined Network Elements Switch As Is Charge		UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99			
		4 WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)													
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 1	1	UNC1X	USLXX	57.73	228.40	161.74	70.87	24.88		19.99			
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 2	2	UNC1X	USLXX	75.40	228.40	161.74	70.87	24.88		19.99			
		First DS1 Loop in DS3 Interoffice Transport Combination - Zone 3	3	UNC1X	USLXX	98.59	228.40	161.74	70.87	24.88		19.99			
		Interoffice Transport Dedicated DS3 combination - Per Mile Per Month		UNC3X	1L5XX	2.34									
		Interoffice Transport Dedicated DS3 - Facility Termination per Month		UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43		19.99			
		DS3 to DS1 Channel System combination per month		UNC3X	MO3	222.98	156.02	49.41	17.12	6.77					
		DS3 Interface Unit (DS1 COG) combination per month		UNC1X	UC1D1	17.58	5.70	4.42							
		Additional DS1 Loop in DS3 Interoffice Transport Combination Zone 1	1	UNC1X	USLXX	57.73	228.40	161.74	70.87	24.88		19.99			
		Additional DS1 Loop in DS3 Interoffice Transport Combination Zone 2	2	UNC1X	USLXX	75.40	228.40	161.74	70.87	24.88		19.99			
		Additional DS1 Loop in DS3 Interoffice Transport Combination Zone 3	3	UNC1X	USLXX	98.59	228.40	161.74	70.87	24.88		19.99			
		DS3 Interface Unit (DS1 COG) combination per month		UNC1X	UC1D1	17.58	5.70	4.42							
		Nonrecurring Currently Combined Network Elements Switch - As Is Charge		UNC3X	UNCCC		52.73	24.62	9.12	9.12		19.99			
		2 WIRE VOICE GRADE EXTENDED LOOP 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)													
		2 WireVG Loop used with 2 wire VG Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86		19.99			
		2 WireVG Loop used with 2 wire VG Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86		19.99			
		2 WireVG Loop used with 2 wire VG Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86		19.99			
		Interoffice Transport Dedicated 2 wire VG combination - Per Mile Per Month		UNCVX	1L5XX	0.0174									
		Interoffice Transport Dedicated - 2 Wire Voice Grade combination - Facility Termination per month		UNCVX	U1TV2	21.79	79.83	44.08	69.32	31.00		19.99			
		Nonrecurring Currently Combined Network Elements Switch As Is Charge		UNCVX	UNCCC		52.73	24.62	9.12	9.12		19.99			
		4 WIRE VOICE GRADE EXTENDED LOOP 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)													
		4 WireVG Loop used with 4 wire VG Interoffice Transport Combination - Zone 1	1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		19.99			

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UNBUNDLED NETWORK ELEMENTS - Tennessee																
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 2			Exhibit
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Disconnect Add'l			SOMECS	SOMAN	Incremental Charge - Manual Svc Order vs Electronic- 1st	
		4-Wire/VG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2	2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86		19.99				
		4 Wire/VG Loop used with 4 wire VG Interoffice Transport Combination - Zone 3	3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86		19.99				
		Interoffice Transport - Dedicated - 4 wire VG combination - Per Mile Per Month		UNCVX	1LSXX	0.0174										
		Interoffice Transport - Dedicated - 4-Wire Voice Grade combination - Facility Termination per month		UNCVX	U1TV4	27.30	79.83	44.08	69.32	31.00		19.99				
		Nonrecurring Currently Combined Network Elements Switch As Is Charge		UNCVX	UNCCC		52.73	24.62	9.12	9.12		19.99				
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)														
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month		UNC3X	1LSND	9.19										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month		UNC3X	UEJPX	373.47	240.23	180.87	106.78	45.24		19.99				
		Interoffice Transport - Dedicated - DS3 - Per Mile per month		UNC3X	1LSXX	2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month		UNC3X	U1TF3	854.97	482.01	153.81	84.43	35.43		19.99				
		Nonrecurring Currently Combined Network Elements Switch As Is Charge		UNC3X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)														
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month		UNC5X	1LSND	9.19										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month		UNC5X	UDLS1	394.58	240.23	180.87	106.78	45.24		19.99				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month		UNC5X	1LSXX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month		UNC5X	U1TFS	849.30	482.01	153.81	64.43	35.43		19.99				
		Nonrecurring Currently Combined Network Elements Switch As Is Charge		UNC5X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)														
		First 2 Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1	1	UNCNX	U1L2X	22.22	108.76	15.47	72.94	10.86		19.99				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2	2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86		19.99				
		First 2 Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3	3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile		UNC1X	1LSXX	0.3582										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month		UNC1X	U1TF1	77.88	171.24	113.12	70.07	30.90		19.99				
		Channelization - Channel System DS1 to DS0 combination - per month		UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74		19.99				
		2 wire ISDN COC1 (BRITE) - DS1 to DS0 Channel System combination - per month		UNCNX	UC1CA	3.24	5.70	4.42				19.99				
		Additional 2 wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 1	1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86		19.99				
		Additional 2 wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 2	2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86		19.99				
		Additional 2 wire ISDN Loop in same DS1 Interoffice Transport Combination - Zone 3	3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86		19.99				
		2-wire ISDN COC1 (BRITE) - DS1 to DS0 Channel System combination - per month		UNCNX	UC1CA	3.24	5.70	4.42				19.99				
		Nonrecurring Currently Combined Network Elements Switch As Is Charge		UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4 WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)														
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1	1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88		19.99				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2	2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88		10.00				

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2				Exhibit B	
CATEGORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l		
						Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect Add'l						
		First DS1 Loop in STS1 Interoffice Transport Combination Zone 3	3	UNCLX	USLXX	98.59	228.40	161.74	79.87	24.88	19.99				
		Interoffice Transport Dedicated - STS1 combination Per Mile		UNCSX	ILSXX	2.34									
		Interoffice Transport Dedicated - STS1 combination Facility Termination		UNCSX	UITFS	849.30	482.01	153.81	64.43	35.43	19.99				
		STS1 to DS1 Channel System combination per month		UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77	19.99				
		DS3 Interface Unit (DS1 COCI) combination per month		UNCLX	UCID1	17.58	5.70	4.42			19.99				
		Additional DS1 Loop in STS1 Interoffice Transport Combination Zone 1	1	UNCLX	USLXX	57.73	228.40	161.74	79.87	24.88	19.99				
		Additional DS1 Loop in STS1 Interoffice Transport Combination Zone 2	2	UNCLX	USLXX	75.40	228.40	161.74	79.87	24.88	19.99				
		Additional DS1 Loop in STS1 Interoffice Transport Combination Zone 3	3	UNCLX	USLXX	98.59	228.40	161.74	79.87	24.88	19.99				
		DS3 Interface Unit (DS1 COCI) combination per month		UNCLX	UCID1	17.58	5.70	4.42			19.99				
		Nonrecurring Currently Combined Network Elements Switch - As Is Charge		UNCSX	UNCCC		52.73	24.62	9.12	9.12	19.99				
		4-WIRE 56 Kbps DIGITAL EXTENDED LOOP WITH 56 Kbps INTEROFFICE TRANSPORT (EEL)													
		4-wire 56 kbps Loop/4 wire 56 kbps interoffice transport Combination - Zone 1	1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86	19.99				
		4-wire 56 kbps Loop/4 wire 56 kbps interoffice transport Combination - Zone 2	2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86	19.99				
		4-wire 56 kbps Loop/4 wire 56 kbps interoffice transport Combination - Zone 3	3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86	19.99				
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile		UNCDX	ILSXX	0.0174									
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination		UNCDX	UITD5	21.19	79.83	44.08	69.32	31.00	19.99				
		Nonrecurring Currently Combined Network Elements Switch - As Is Charge		UNCDX	UNCCC		52.73	24.62	9.12	9.12	19.99				
		4-WIRE 64 Kbps DIGITAL EXTENDED LOOP WITH 64 Kbps INTEROFFICE TRANSPORT (EEL)													
		4-wire 64 kbps Loop/4 wire 64 kbps interoffice transport Combination - Zone 1	1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86	19.99				
		4-wire 64 kbps Loop/4-wire 64 kbps interoffice transport Combination - Zone 2	2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86	19.99				
		4-wire 64 kbps Loop/4 wire 64 kbps interoffice transport Combination - Zone 3	3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86	19.99				
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile		UNCDX	ILSXX	0.0174									
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination		UNCDX	UITD6	21.19	79.83	44.08	69.32	31.00	19.99				
		Nonrecurring Currently Combined Network Elements Switch - As Is Charge		UNCDX	UNCCC		52.73	24.62	9.12	9.12	19.99				
ADDITIONAL NETWORK ELEMENTS															
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply															
When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not															
Node (Synchronous)															
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
Nonrecurring Currently Combined Network Elements Switch - As Is Charge - 2 wire/4 Wire VG															
Nonrecurring Currently Combined Network Elements Switch - As Is Charge - 56/64 Kbps															
Nonrecurring Currently Combined Network Elements Switch - As Is Charge - DS1															
Nonrecurring Currently Combined Network Elements Switch - As Is Charge - DS3															
Nonrecurring Currently Combined Network Elements Switch - As Is Charge - STS1															
NOTE Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment. 2		Exhibit. 6	
CATEGORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Addt			
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Addt	First	Addt	SOMAN	SOMAN	SOMAN	SOMAN		
		Local Channel Dedicated - 2 Wire Voice Grade Zone 1	1	UNCVX	ULDV2	17.18	108.76	35.47	72.94	10.86	19.99					
		Local Channel Dedicated - 2 Wire Voice Grade Zone 2	2	UNCVX	ULDV2	22.44	108.76	35.47	72.94	10.86	19.99					
		Local Channel Dedicated - 2 Wire Voice Grade Zone 3	3	UNCVX	ULDV2	29.34	108.76	35.47	72.94	10.86	19.99					
		Local Channel Dedicated - 4 Wire Voice Grade Zone 1	1	UNCVX	ULDV4	18.18	108.76	35.47	72.94	10.86	19.99					
		Local Channel Dedicated - 4 Wire Voice Grade Zone 2	2	UNCVX	ULDV4	23.74	108.76	35.47	72.94	10.86	19.99					
		Local Channel Dedicated - 4 Wire Voice Grade Zone 3	3	UNCVX	ULDV4	31.05	108.76	35.47	72.94	10.86	19.99					
		Local Channel Dedicated - DS1 per month Zone 1	1	UNCIX	ULDF1	36.24	228.40	161.74	79.87	24.88	19.99					
		Local Channel Dedicated - DS1 Per Month Zone 2	2	UNCIX	ULDF1	47.33	228.40	161.74	79.87	24.88	19.99					
		Local Channel Dedicated - DS1 Per Month Zone 3	3	UNCIX	ULDF1	61.89	228.40	161.74	79.87	24.88	19.99					
		Local Channel Dedicated - DS3 Per Mile per month		UNC3X	ULDF3	7.15										
		Local Channel Dedicated - DS3 - Facility Termination per month		UNC3X	ULDF3	611.30	240.23	180.87	106.78	45.24	19.99					
		Local Channel Dedicated - STS 1 - Per Mile per month		UNC3X	ULSHC	7.15										
		Local Channel Dedicated - STS 1 - Facility Termination per month		UNC3X	ULSHC											
		Local Channel Dedicated - STS 1 - Facility Termination per month		UNC3X	ULDFS	599.59	240.23	180.87	106.78	45.24	19.99					
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
Exchange Ports																
NOTE Although the Port Rate Includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2 Wire Analog Line Port - Res		UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire Analog Line Port with Caller ID - Res		UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire Analog Line Port outgoing only - Res		UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled TN extended local dialing party Port with Caller ID - Res		UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled Tennessee Area Plus with Caller ID - Res (ACT)		UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (FZR)		UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACGR)		UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)		UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (IMF2X)		UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (ZMR)		UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled res, low usage line port with Caller ID (LUM)		UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92	19.99					
		Subsequent Activity		UEPSR	USASC	0.00	0.00	0.00			19.99					
FEATURES																
All Available Vertical Features																
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2 Wire Analog Line Port without Caller ID - Bus		UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled Line Port with unbundled port with Caller ID E484 ID - Bus		UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire Analog Line Port outgoing only - Bus		UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled TN extended local dialing party Port with Caller ID - Bus		UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled incoming only port with Caller ID - Bus		UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled TN Bus 2 Way Area Calling Port Economy Option - Bus (TACC1)		UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)		UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2 W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (BZF)		UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92	19.99					
		Subsequent Activity		UEPSB	USASC	0.00	0.00	0.00			19.99					
FEATURES																
All Available Vertical Features																

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2		Exhibit 8	
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st
						Rec	Nonrecurring First	Add'l	Nonrecurring First				
		<b>EXCHANGE PORT RATES (DID &amp; PBX)</b>											
		2-Wire VG Unbundled 2 Way PBX Trunk - Res		UEPSE		1.78	9.93	9.19	3.66	2.92	19.99		
		2-Wire VG Line Side Unbundled 2 Way PBX Trunk - Bus		UEPSP		1.78	9.93	9.19	3.66	2.92	19.99		
		2 Wire VG Line Side Unbundled Outward PBX Trunk - Bus		UEPPO		1.78	9.93	9.19	3.66	2.92	19.99		
		2 Wire VG Line Side Unbundled Incoming PBX Trunk - Bus		UEPPI		1.79	9.93	9.19	3.66	2.92	19.99		
		2 Wire Analog Long Distance Terminal PBX Trunk - Bus		UEPSP		1.79	9.93	9.19	3.66	2.92	19.99		
		2 Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus		UEPSP		1.79	9.93	9.19	3.66	2.92	19.99		
		2-Wire TN Outward Calling Plan PBX Trunk - Bus		UEPSP		1.79	9.93	9.19	3.66	2.92	19.99		
		2-Wire Voice Unbundled PBX LO Terminal Ports		UEPPLD		1.79	9.93	9.19	3.66	2.92	19.99		
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port		UEPPLD		1.79	9.93	9.19	3.66	2.92	19.99		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port		UEPPLD		1.79	9.93	9.19	3.66	2.92	19.99		
		2 Wire Voice Unbundled 2 Way PBX Usage Port		UEPXA		1.78	9.93	9.19	3.66	2.92	19.99		
		2 Wire Voice Unbundled PBX Toll Terminal Hotel Ports		UEPXB		1.78	9.93	9.19	3.66	2.92	19.99		
		2 Wire Voice Unbundled PBX LO DDD Terminals Port		UEPXC		1.79	9.93	9.19	3.66	2.92	19.99		
		2 Wire Voice Unbundled PBX LO Terminal Switchboard Port		UEPXD		1.79	9.93	9.19	3.66	2.92	19.99		
		2 Wire Voice Unbundled PBX LO Terminal Switchboard IDD		UEPXD		1.79	9.93	9.19	3.66	2.92	19.99		
		Capable Port		UEPXE		1.79	9.93	9.19	3.66	2.92	19.99		
		2 Wire Voice Unbundled 2 Way PBX Hotel/Hospital Economy		UEPXL		1.79	9.93	9.19	3.66	2.92	19.99		
		Administrative Calling Port		UEPXM		1.79	9.93	9.19	3.66	2.92	19.99		
		2 Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy		UEPXM		1.79	9.93	9.19	3.66	2.92	19.99		
		Room Calling Port		UEPXM		1.79	9.93	9.19	3.66	2.92	19.99		
		2-Wire Voice Unbundled 1 Way Out PBX Hotel/Hospital Economy		UEPXM		1.79	9.93	9.19	3.66	2.92	19.99		
		Administrative Calling Port TN Calling Port		UEPXM		1.79	9.93	9.19	3.66	2.92	19.99		
		2 Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital		UEPXM		1.79	9.93	9.19	3.66	2.92	19.99		
		Discount Room Calling Port		UEPXS		1.79	9.93	9.19	3.66	2.92	19.99		
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPXS		1.79	9.93	9.19	3.66	2.92	19.99		
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port		UEPXS		1.79	9.93	9.19	3.66	2.92	19.99		
		2 Wire Voice Unbundled 2-Way PBX Tennessee Region/Serv		UEPXS		1.79	9.93	9.19	3.66	2.92	19.99		
		Calling Port		UEPXS		1.79	9.93	9.19	3.66	2.92	19.99		
		Subsequent Activity		UEPXS		1.79	9.93	9.19	3.66	2.92	19.99		

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UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment 2		Exhibit B
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Manually per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
						Rec	Nonrecurring First	Nonrecurring Add'l	First	Add'l	SOMAN	SOMAN	SOMAN	SOMAN	
For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos The first and additional Port nonrecurring charges apply to Not Currently Combined Combos In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and are also listed in the Market Rate section For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections															
2-WIRE VOICE GRADE LOOP WITH 2 WIRE LINE PORT (RES)															
UNE Port/Loop Combination Rates															
		2-Wire VG LoopPort Combo - Zone 1	1			14 18									
		2-Wire VG LoopPort Combo - Zone 2	2			18 01									
		2-Wire VG LoopPort Combo - Zone 3	3			23 02									
UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	12 48									
		2 Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	16 31									
		2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	21 32									
2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port residence		UEPRX	UEPRL	1 70	22 14	15 25	8 45	3 91	19 98				
		2 Wire voice unbundled port with Caller ID - res		UEPRX	UEPRC	1 70	22 14	15 25	8 45	3 91	19 98				
		2-Wire voice unbundled port outgoing only - res		UEPRX	UEPRO	1 70	22 14	15 25	8 45	3 91	19 98				
		2 Wire voice Grade unbundled Tennessee extended local dialing party port with Caller ID - res		UEPRX	UEPAQ	1 70	22 14	15 25	8 45	3 91	19 98				
		2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)		UEPRX	UEPAH	1 70	22 14	15 25	8 45	3 91	19 98				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (FZR)		UEPRX	UEPAK	1 70	22 14	15 25	8 45	3 91	19 98				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)		UEPRX	UEPAL	1 70	22 14	15 25	8 45	3 91	19 98				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)		UEPRX	UEPAM	1 70	22 14	15 25	8 45	3 91	19 98				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (IMFX)		UEPRX	UEPAN	1 70	22 14	15 25	8 45	3 91	19 98				
		2 Wire voice unbundled Tennessee Area Calling port with Caller ID - res (ZMR)		UEPRX	UEPAO	1 70	22 14	15 25	8 45	3 91	19 98				
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)		UEPRX	UEPAP	1 70	22 14	15 25	8 45	3 91	19 98				
FEATURES															
		TAT Features Offered		UEPVF	UEPVF	0 00	0 00				19 98				
LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)		UEPRX	LNPCCX	0 35									
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2 Wire Voice Grade Loop / Line Port Combination - Conversion Switch-as is		UEPRX	USAC2		1 03	0 29			19 98				
		2 Wire Voice Grade Loop / Line Port Combination - Conversion Switch with change		UEPRX	USACC		1 03	0 29			19 98				
		2 Wire Voice Grade Loop / Line Port Combination - Conversion Subsequent Database Update					0 76				19 98				
ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPRX	USAS2	0 00	0 00				19 98				
2-WIRE VOICE GRADE LOOP WITH 2 WIRE LINE PORT (BUS)															
UNE Port/Loop Combination Rates															
		2 Wire VG LoopPort Combo - Zone 1	1			14 18									
		2-Wire VG LoopPort Combo - Zone 2	2			18 01									
		2-Wire VG LoopPort Combo - Zone 3	3			23 02									
UNE Loop Rates															
		2 Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	12 48									
		2 Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	16 31									
		2 Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	21 32									
2-Wire Voice Grade Line Port (Bus)															
		2 Wire voice unbundled port without Caller ID - bus		UEPBX	UEPBL	1 70	22 14	15 25	8 45	3 91	19 98				
		2 Wire voice unbundled port with Caller • E484 ID - bus		UEPBX	UEPBC	1 70	22 14	15 25	8 45	3 91	19 98				
		2-Wire voice unbundled port outgoing only - bus		UEPBX	UEPBO	1 70	22 14	15 25	8 45	3 91	19 98				

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2		Exhibit B	
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
						Rec	Nonrecurring Add'l	Nonrecurring Disconnect First	SOMEc	SOMAN	SOMAN	SOMAN	
		2 Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus		UEPBX		1.70	22.14	8.45	19.99				
		2-Wire voice unbundled incoming only port with Caller ID - Bus		UEPBX		1.70	22.14	8.45	19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)		UEPBX		1.70	22.14	8.45	19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)		UEPBX		1.70	22.14	8.45	19.99				
		2 Wire voice unbundled Tennessee Bus 2-Way Collinsville and Memphis Local Calling Port (B2F)		UEPBX		1.70	22.14	8.45	19.99				
		LOCAL NUMBER PORTABILITY											
		Local Number Portability (1 per port)											
		FEATURES											
		All Features Offered				0.35							
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED				0.00	0.00	0.00	19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion											
		Switch as-is					1.03	0.29	19.99				
		2 Wire Voice Grade Loop / Line Port Combination - Conversion					1.03	0.29	19.99				
		Switch with change											
		2 Wire Voice Grade Loop / Line Port Combination - Conversion					0.76		19.99				
		Subsequent Database Update											
		ADDITIONAL NRCs											
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPBX			0.00	0.00	19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)											
		UNE Port/Loop Combination Rates											
		2 Wire VG Loop/Port Combo - Zone 1	1			14.18							
		2-Wire VG Loop/Port Combo - Zone 2	2			18.01							
		2-Wire VG Loop/Port Combo - Zone 3	3			23.02							
		2 Wire Voice Grade Loop (SL 1) - Zone 1	1	UEPRG		12.48							
		2 Wire Voice Grade Loop (SL 1) - Zone 2	2	UEPRG		16.31							
		2-Wire Voice Grade Loop (SL 1) - Zone 3	3	UEPRG		21.32							
		2-Wire Voice Grade Line Port Rates (RES - PBX)											
		2 Wire VG Unbundled Combination 2 Way PBX Trunk Port Res		UEPRD		1.70	22.14	8.45	19.99				
		LOCAL NUMBER PORTABILITY											
		Local Number Portability (1 per port)		UEPRG		3.15	0.00	0.00	19.99				
		FEATURES											
		All Features Offered				0.00	0.00	0.00	19.00				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED											
		2 Wire Voice Grade Loop/ Line Port Combination (PBX)											
		Conversion - Switch As-Is											
		2 Wire Voice Grade Loop/ Line Port Combination (PBX)					1.01	0.29	19.99				
		Conversion - Switch with Change											
		2 Wire Voice Grade Loop / Line Port Combination - Conversion					1.03	0.29	19.99				
		Subsequent Database Update					0.76		19.99				
		ADDITIONAL NRCs		</									



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UNBUNDLED NETWORK ELEMENTS - Tennessee															Attachment 2			Exhibit E	
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Manually Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- Add'l		Incremental Charge - Manual Svc Order vs Electronic- Disc 1st		Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		SOME			SOMAN	SOMAN	SOMAN			
							First	Add'l	First	Add'l									
		Line Side Unbundled Combination 2 Way PBX Trunk Port - Bus		UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91		19.99							
		Line Side Unbundled Outward PBX Trunk Port - Bus		UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91		19.99							
		Line Side Unbundled Incoming PBX Trunk Port - Bus		UEPPX	UEPPI	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Voice Unbundled PBX LD Terminal Ports		UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Voice Unbundled 2 Way Combination PBX Tennessee Calling Port		UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Voice Unbundled 1 Way Outgoing PBX Tennessee Calling Port		UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Voice Unbundled 2-Way Combination PBX Usage Port		UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Voice Unbundled PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Voice Unbundled PBX LD DDD Terminals Port		UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Voice Unbundled PBX LD Terminal Switchboard Port		UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91		19.99							
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91		19.99							
		2-Wire Voice Unbundled 2 Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91		19.99							
		2-Wire Voice Unbundled 2 Way PBX Hotel/Hospital Economy Room Calling Port		UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port		UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91		19.99							
		Discount Room Calling Port		UEPPX	UEPXO	1.70	22.14	15.25	8.45	3.91		19.99							
		2-Wire Voice Unbundled 1 Way Outgoing PBX Measured Port		UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Voice Unbundled PBX Collierville and Memphis Calling Port		UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91		19.99							
		2-Wire Voice Unbundled 2 Way PBX Tennessee RegionServ Calling Port		UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91		19.99							
		LOCAL NUMBER PORTABILITY		UEPPX	LNPCP	3.15	0.00	0.00	0.00			19.99							
		Local Number Portability (1 per port)		UEPPX	UEPVF	0.00	0.00	0.00				10.00							
		FEATURES		UEPPX	USAC2		1.03	0.29				19.99							
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch As Is		UEPPX	USACC		1.03	0.29				19.99							
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change		UEPPX			0.76					19.99							
		2-Wire Voice Grade Loop / Line Port Combination - Conversion Subsequent Database Update																	
		ADDITIONAL NRCs																	
		2 Wire Voice Grade Loop/ Line Port Combination (PBX)		UEPPX	USASZ	0.00	0.00	0.00				19.99							
		Subsequent Activity																	
		PBX Subsequent Activity Change/Rearrange Multiline Hunt Group					14.64	14.64				19.99							
		UNE Port/Loop Combination Rates																	
		2 Wire VG Coin Port/Loop Combo - Zone 1	1			14.18													
		2-Wire VG Coin Port/Loop Combo - Zone 2	2			18.01													
		2-Wire VG Coin Port/Loop Combo - Zone 3	3			23.02													
		UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	12.48													
		2 Wire Voice Grade Loop (SL1) Zone 2	2	UEPCO	UEPLX	16.31													
		2 Wire Voice Grade Loop (SL1) Zone 3	3	UEPCO	UEPLX	21.32													
		2-Wire Voice Grade Line Ports (COIN)																	
		2 Wire Coin 2 Way without Operator Screening and without Blocking (TN)		UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Coin 2 Way with Operator Screening and Blocking 011 900/976 1+DDD (NC TN)		UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Coin 2 Way with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91		19.99							
		2 Wire Coin 2 Way with Operator Screening 900 Blocking 900/976 1+DDD 011+ and Local (NC, TN)		UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91		19.99							

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2		Exhibit B	
CATEGORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-Add'l 1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l 1st
						Rec	Nonrecurring Add'l First	Nonrecurring Disconnect Add'l First	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Coin Outward with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTC	1.70	22.14	15.25		19.99			
		2 Wire Coin Outward with Operator Screening and Blocking 900/978 1+00D 011+ and Local (TN)		UEPCO	UEPOT	1.70	22.14	15.25		19.99			
		2 Wire 2-Way Smartline with 900/976 (all states except LA)		UEPCO	UEPCK	1.88				10.00			
		2 Wire Coin Outward Smartline with 900/976 (all states except LA)		UEPCO	UEPCR	1.88				19.99			
		ADDITIONAL UNE COIN PORT/LOOP (RC)											
		UNE Coin Port/Loop Combo Usage (Flat Rate)		UEPCO	URECU	3.45	0.00	0.00		10.99			
		Local Number Portability (1 per port)		UEPCO	LNPCX	0.35							
		2-Wire Voice Grade Loop / Line Port Combination - Conversion Switch as is		UEPCO	USAC2		1.03	0.29		19.99			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion Switch with change		UEPCO	USACC		1.03	0.29		19.99			
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity		UEPCO	USAS2		0.00	0.00		19.99			
		UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES											
		2-WIRE VOICE GRADE LOOP - BUS ONLY - WITH 2-WIRE DID TRUNK PORT											
		UNE Port/Loop Combination Rates											
		2 Wire VG Loop/2 Wire DID Trunk Port Combo - UNE Zone 1	1			18.38							
		2 Wire VG Loop/2 Wire DID Trunk Port Combo - UNE Zone 2	2			19.87							
		2 Wire VG Loop/2 Wire DID Trunk Port Combo - UNE Zone 3	3			24.78							
		2 Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1	1	UEPPX	UECD1	9.60							
		2 Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2	2	UEPPX	UECD1	11.09							
		2 Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3	3	UEPPX	UECD1	18.00							
		Exchange Ports 2 Wire DID Port		UEPPX	UEPD1	8.78	45.44	29.04		10.99			
		NONRECURRING CHARGES - CURRENTLY COMBINED											
		2 Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination		UEPPX	USAC1		8.76	5.75		19.99			
		Switch-as is		UEPPX	USAC1		8.76	5.75		19.99			
		2 Wire Voice Grade Loop / 2 Wire DID Trunk Port Conversion with BellSouth Allowable Changes		UEPPX	USAC1		8.76	5.75		19.99			
		Telephone Number/Trunk Group Establishment Charges		UEPPX	NDT	0.00	0.00	0.00					
		DID Trunk Termination (One Per Port)		UEPPX	ND4	0.00	0.00	0.00					
		Additional DID Numbers for each Group of 20 DID Numbers		UEPPX	ND5	0.00	0.00	0.00					
		DID Numbers, Non consecutive DID Numbers Per Number		UEPPX	ND6	0.00	0.00	0.00					
		Reserve Non-Consecutive DID numbers		UEPPX	NDV	0.00	0.00	0.00					
		Reserve DID Numbers		UEPPX	NDV	0.00	0.00	0.00					
		LOCAL NUMBER PORTABILITY											
		Local Number Portability (1 per port)		UEPPX	LNPCP	3.15	0.00	0.00					
		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT											
		UNE Port/Loop Combination Rates											
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1	1	UEPPB	UEPPR								
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2	2	UEPPB	UEPPR								
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3	3	UEPPB	UEPPR								
		2-Wire ISDN Digital Grade Loop - UNE Zone 1	1	UEPPB	UEPPR	44.32							
		2-Wire ISDN Digital Grade Loop - UNE Zone 2	2	UEPPB	UEPPR	18.71							
		2-Wire ISDN Digital Grade Loop - UNE Zone 3	3	UEPPB	UEPPR	28.25							
		Exchange Port - 2 Wire ISDN Line Side Port		UEPPB	UEPPB	16.07	141.75	118.37		19.99			
		NONRECURRING CHARGES - CURRENTLY COMBINED											
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion		UEPPB	UEPPR	0.00	117.23	117.23		19.99			
		ADDITIONAL NRCs											
		2 Wire ISDN Loop / 2 Wire ISDN Port Combination - Sub Activity - Non Feature/Add Trunk		UEPPB	USASB		212.88			19.99			
		LOCAL NUMBER PORTABILITY											
		Local Number Portability (1 per port)		UEPPB	LNPCX	0.35	0.00	0.00					
		B-CANAL USER PROFILE ACCESS											

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2			Exhibit B																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Elec Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs Electronic Disc 1st	Incremental Charge - Manual Svc Order vs Electronic Disc Add'l																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2		Exhibit B			
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l							First
		4-Wire DS1 Digital Loop - UNE Zone 3	3	UEPDC	USLDC	08 59									
		4-Wire DDITS Digital Trunk Port		UEPDC	UDDTT	35 55	342 80	257 87	61 41	48 49	10 99				
		NONRECURRING CHARGES - CURRENTLY COMBINED													
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination													
		Switch as is													
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination													
		Conversion with DS1 Changes													
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination													
		Conversion with Change - Trunk													
		ADDITIONAL NRCS													
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent													
		Service Activity Per Service Order													
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent													
		Channel Activation/Chan - 2-Way Trunk													
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent													
		Channel Activation/Chan - 1-Way Outward Trunk													
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel													
		Activation/Chan - Inward Trunk w/out DID													
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Chan													
		Activation Per Chan - Inward Trunk with DID													
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Chan													
		Activation / Chan - 2-Way DID w User Trunk													
		BIPOLAR & ZERO SUBSTITUTION													
		8B2S - Superframe Format													
		8B2S - Extended Superframe Format													
		Alternate Mark Inversion													
		AMI - Superframe Format													
		AMI - Extended Superframe Format													
		Telephone Number/Trunk Group Establishment Charges													
		Telephone Number for 2-Way Trunk Group													
		Telephone Number for 1-Way Outward Trunk Group													
		Telephone Number for 1-Way Inward Trunk Group Without DID													
		DID Numbers for each Group of 20 DID Numbers													
		DID Numbers - Non-consecutive DID Numbers - Per Number													
		Reserve Non-Consecutive DID Nos													
		Reserve DID Numbers													
		Dedicated DS1 (Interoffice Channel Mileage) - FYFCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port													
		Interoffice Channel Mileage - Fixed rate 0.8 miles (Facilities)													
		Termination													
		Interoffice Channel Mileage - Additional rate per mile 0.8 miles													
		Interoffice Channel Mileage - Fixed rate 9.25 miles (Facilities)													
		Termination													
		Interoffice Channel Mileage - Additional rate per mile 9.25 miles													
		Termination													
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities)													
		Interoffice Channel Mileage - Additional rate per mile 25+ miles													
		Local Number Portability per DSO Activated													
		Central Office Terminating Point													
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT													
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations													
		Each System can have up to 24 combinations of rates depending on type and number of ports used													
		UNE DS1 Loop													
		4-Wire DS1 Loop - UNE Zone 1	1	UEPMG	USLDC	57 73	0 00	0 00							
		4-Wire DS1 Loop - UNE Zone 2	2	UEPMG	USLDC	75 40	0 00	0 00							
		4-Wire DS1 Loop - UNE Zone 3	3	UEPMG	USLDC	98 59	0 00	0 00							
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)													
		24 DSO Channel Capacity 1 per DS1													
		48 DSO Channel Capacity 1 per 2 DS1s													
		96 DSO Channel Capacity 1 per 4 DS1s													

UNBUNDLED NETWORK ELEMENTS - Tennessee											
CATE GORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Attachment 2	Exhibit B
					Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st		
	144 DS0 Channel Capacity - 1 per 6 DS1s		UEPMG	VUM14	791.42	0.00	0.00				
	192 DS0 Channel Capacity - 1 per 8 DS1s		UEPMG	VUM19	827.76	0.00	0.00				
	240 DS0 Channel Capacity - 1 per 10 DS1s		UEPMG	VUM20	1,318.70	0.00	0.00				
	288 DS0 Channel Capacity - 1 per 12 DS1s		UEPMG	VUM28	1,582.44	0.00	0.00				
	384 DS0 Channel Capacity - 1 per 16 DS1s		UEPMG	VUM38	2,109.92	0.00	0.00				
	480 DS0 Channel Capacity - 1 per 20 DS1s		UEPMG	VUM40	2,637.40	0.00	0.00				
	576 DS0 Channel Capacity - 1 per 24 DS1s		UEPMG	VUM57	3,164.88	0.00	0.00				
	672 DS0 Channel Capacity - 1 per 28 DS1s		UEPMG	VUM67	3,692.36	0.00	0.00				
	Non-Recurring Charges (NRC) Associated with Port - Conversion Charge Based on a System										
	A Minimum System Configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations										
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted										
	NRC - Conversion (Currently Combined) with or without BellSouth										
	Allowed Changes		UEPMG	USAC4	0.00	303.61	15.74				
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in GA, KY, LA, MS & TN Only										
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea										
	Activation - New GA, LA, KY, MS & TN Only		UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41		
	Bipolar 8 Zero Substitution										
	Clear Channel Capability Format - superframe - Subsequent										
	Activity Only		UEPMG	CCOSF	0.00	0.00	590.00				
	Clear Channel Capability Format - Extended Superframe										
	Subsequent Activity Only		UEPMG	CCOEF	0.00	0.00	590.00				
	Alternate Mark Inversion (AMI)										
	Superframe Format		UEPMG	MCOSF	0.00	0.00	0.00				
	Extended Superframe Format		UEPMG	MCOPO	0.00	0.00	0.00				
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port										
	Exchange Ports										
	Line Side Combination Channelized PBX Trunk Port - Business		UEPPX	UEPCX	1.79	0.00	0.00	0.00	0.00		
	Line Side Outward Channelized PBX Trunk Port - Business		UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00		
	Line Side Inward Only Channelized PBX Trunk Port without DID		UEPPX	UEPIX	1.79	0.00	0.00	0.00	0.00		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port		UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00		
	Feature Activations - Unbundled Loop Concentration										
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank		UEPPX	IPQW1	0.66	23.94	12.64	3.82	3.80		
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank		UEPPX	IPQWU	0.66	73.67	17.37	54.09	10.57		
	Telephone Number Group Establishment Charges for DID Service										
	DID Trunk Termination (1 per Port)		UEPPX	NDT	0.00	0.00	0.00				
	DID Numbers - groups of 20 - Valid all States		UEPPX	ND4	0.00	0.00	0.00				
	Non Consecutive DID Numbers - per number		UEPPX	ND5	0.00	0.00	0.00				
	Reserve Non-Consecutive DID Numbers		UEPPX	ND6	0.00	0.00	0.00				
	Reserve DID Numbers		UEPPX	NDV	0.00	0.00	0.00				
	Local Number Portability										
	Local Number Portability - 1 per port		UEPPX	LNPCP	3.15	0.00					

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UNBUNDLED NETWORK ELEMENTS - Tennessee														
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Attachment 2	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Exhibit B
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.														
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)														
UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1	1			26.48								
		2-Wire VG Loop/Port Combo - Zone 2	2			30.31								
		2-Wire VG Loop/Port Combo - Zone 3	3			35.32								
UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRX	UEPLX	12.48								
		2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRX	UEPLX	16.31								
		2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRX	UEPLX	21.32								
2-Wire Voice Grade Line Port (Res)														
		2-Wire voice unbundled port - residence		UEPRX	UEPRL	14.00	90.00					19.99		
		2-Wire voice unbundled port with Caller ID - res		UEPRX	UEPRC	14.00	90.00					19.99		
		2-Wire voice unbundled port outgoing only - res		UEPRX	UEPRO	14.00	90.00					19.99		
		2-Wire voice unbundled Tennessee extended local dialing party port with Caller ID - res		UEPRX	UEPAQ	14.00	90.00					19.99		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)		UEPRX	UEPAK	14.00	90.00					19.99		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)		UEPRX	UEPAL	14.00	90.00					19.99		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)		UEPRX	UEPAM	14.00	90.00					19.99		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)		UEPRX	UEPAN	14.00	90.00					19.99		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)		UEPRX	UEPAO	14.00	90.00					19.99		
		2-Wire voice unbundles res low usage line port with Caller ID (LUM)		UEPRX	UEPAP	14.00	90.00					19.99		
LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)		UEPRX	LNPCX	0.35								
FEATURES														
		All Features Offered		UEPRX	UEPVF	0.00	0.00					19.99		
NONRECURRING CHARGES - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop / Line Port Combination - Switch as is		UEPRX	USAC2		41.50					19.99		
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change		UEPRX	USACC		41.50					19.99		
ADDITIONAL NRCs														
		NRC - 2 Wire Voice Grade Loop/Line Port Combination		UEPRX	USAS2		0.00					19.99		
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1	1			26.48								
		2-Wire VG Loop/Port Combo - Zone 2	2			30.31								
		2-Wire VG Loop/Port Combo - Zone 3	3			35.32								
UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPBX	UEPLX	12.48								
		2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPBX	UEPLX	16.31								
		2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPBX	UEPLX	21.32								
2-Wire Voice Grade Line Port (Bus)														
		2-Wire voice unbundled port without Caller ID - bus		UEPBX	UEPBL	14.00	90.00					19.99		
		2-Wire voice unbundled port with Caller ID - E4B4 ID - bus		UEPBX	UEPBC	14.00	90.00					19.99		
		2-Wire voice unbundled port outgoing only - bus		UEPBX	UEPBO	14.00	90.00					19.99		
		2-Wire voice Grade unbundled Tennessee extended local dialing party port with Caller ID - bus		UEPBX	UEPAV	14.00	90.00					19.99		
		2-Wire voice unbundled Tennessee Bus 2 Way Area Calling Port Economy Option (TACC1)		UEPBX	UEPAC	14.00	90.00					19.99		

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UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2				Exhibit B		
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							
							First	Add'l	First							Add'l
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)		UEPBX	UEPAD	14 00	90 00	90 00			19 99					
		2 Wire voice unbundled Tennessee Bus 2-Way Collinsville and Memphis Local Calling Port (B2F)		UEPBX	UEPAE	14 00	90 00	90 00			19 99					
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)		UEPBX	UNPCX	0 35										
		FEATURES														
		All Features Offered		UEPBX	UEPVF	0 00	0 00	0 00			19 99					
		NONRECURRING CHARGES - CURRENTLY COMBINED														
		2 Wire Voice Grade Loop / Line Port Combination - Switch-as is change		UEPBX	USAC2		41 50	41 50			19 99					
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change		UEPBX	USACC		41 50	41 50			19 99					
		ADDITIONAL NRCs														
		NRC 2-Wire Voice Grade Loop/Line Port Combination Subsequent		UEPBX	USAS2		0 00	0 00			19 99					
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1	1			26 48										
		2 Wire VG Loop/Port Combo - Zone 2	2			30 31										
		2-Wire VG Loop/Port Combo - Zone 3	3			35 32										
		UNE Loop Rates														
		2 Wire Voice Grade Loop (SL1) - Zone 1	1	UEPRG	UEPLX	12 48										
		2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPRG	UEPLX	16 31										
		2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPRG	UEPLX	21 32										
		2 Wire Voice Grade Line Port Rates (RES - PBX)														
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res		UEPRG	UEPRD	14 00	90 00	90 00			19 99					
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)		UEPRG	LHPCP	3 15										
		FEATURES														
		All Features Offered		UEPRG	UEPVF	0 00	0 00	0 00			19 99					
		NONRECURRING CHARGES - CURRENTLY COMBINED														
		2 Wire Voice Grade Loop/Line Port Combination Switch As Is		UEPRG	USAC2		41 50	41 50			19 99					
		2-Wire Voice Grade Loop/Line Port Combination Switch with change		UEPRG	USACC		41 50	41 50			19 99					
		ADDITIONAL NRCs														
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity Nonrecurring					0 00	0 00			19 99					
		PBX Subsequent Activity Change/Rearrange Multiline Hunt Group					14 64	14 64			19 99					
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1	1			28 48										
		2-Wire VG Loop/Port Combo - Zone 2	2			30 31										
		2-Wire VG Loop/Port Combo - Zone 3	3			35 32										
		UNE Loop Rates														
		2 Wire Voice Grade Loop (SL1) - Zone 1	1	UEPPX	UEPLX	12 48										
		2 Wire Voice Grade Loop (SL1) - Zone 2	2	UEPPX	UEPLX	16 31										
		2 Wire Voice Grade Loop (SL1) - Zone 3	3	UEPPX	UEPLX	21 32										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)														
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus		UEPPX	UEPPC	14 00	90 00	90 00			19 99					
		Line Side Unbundled Outward PBX Trunk Port - Bus		UEPPX	UEPPO	14 00	90 00	90 00			19 99					
		Line Side Unbundled Incoming PBX Trunk Port - Bus		UEPPX	UEPPI	14 00	90 00	90 00			19 99					
		2 Wire Voice Unbundled PBX LD Terminal Ports		UEPPX	UEPLD	14 00	90 00	90 00			19 99					
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port		UEPPX	UEPT2	14 00					19 99					
		2 Wire Voice Unbundled 1 Way Outgoing PBX Tennessee Calling Port		UEPPX	UEPT0	14 00					19 99					
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port		UEPPX	UEPXA	14 00	90 00	90 00			19 99					

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UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment 2		Exhibit B			
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	OSS RATES (\$)							
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs Electronic-1st		Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-1st			
							First	Add'l				First	Add'l				SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports		UEPPX	UEPXB	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled PBX LD DDD Terminals Port		UEPPX	UEPXC	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port		UEPPX	UEPXD	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port		UEPPX	UEPXE	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port		UEPPX	UEPXL	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port		UEPPX	UEPXM	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN		UEPPX	UEPXN	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port		UEPPX	UEPXO	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port		UEPPX	UEPXS	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port		UEPPX	UEPXU	14.00	90.00		90.00			19.99							
		2-Wire Voice Unbundled 2-Way PBX Tennessee Region Serv Calling Port		UEPPX	UEPXV	14.00	90.00		90.00			19.99							
		LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)				3.15													
		FEATURES																	
		All Features Offered				0.00	0.00		0.00			19.99							
		NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop/Line Port Combination - Switch-As-Is		UEPPX	USAC2		41.50		41.50			19.99							
		2-Wire Voice Grade Loop/Line Port Combination - Switch with Change		UEPPX	USACC		41.50		41.50			19.99							
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent		UEPPX	USAS2		0.00		0.00			19.99							
		2-Wire Loop/Line Side Port Combination - Non feature					0.00		0.00			19.99							
		Subsequent Activity Nonrecurring																	
		PBX Subsequent Activity Change/Rearrange Multiline Hunt Group					14.64		14.64			19.99							
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																	
		UNE Port/Loop Combination Rates																	
		2-Wire VG Coin Port/Loop Combo - Zone 1	1			28.48													
		2-Wire VG Coin Port/Loop Combo - Zone 2	2			30.31													
		2-Wire VG Coin Port/Loop Combo - Zone 3	3			35.32													
		UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1	1	UEPCO	UEPLX	12.48													
		2-Wire Voice Grade Loop (SL1) - Zone 2	2	UEPCO	UEPLX	16.31													
		2-Wire Voice Grade Loop (SL1) - Zone 3	3	UEPCO	UEPLX	21.32													
		2-Wire Voice Grade Line Port Rates (Coin)																	
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)		UEPCO	UEPTB	14.00	90.00		90.00			19.99							
		2-Wire Coin 2-Way with Operator Screening and Blocking 011		UEPCO	UEPRP	14.00						19.99							
		900/976 1+DDD (NC TN)																	
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTA	14.00	90.00		90.00			19.99							
		2-Wire Coin 2-Way with Operator Screening and Blocking		UEPCO	UEPCA	14.00	90.00		90.00			19.99							
		900/976 1+DDD, 011+, and Local (NC TN)																	
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)		UEPCO	UEPTC	14.00	90.00		90.00			19.99							
		2-Wire Coin Outward with Operator Screening and Blocking		UEPCO	UEPOT	14.00	90.00		90.00			19.99							
		900/976 1+DDD, 011+, and Local (TN)																	
		LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)		UEPCO	LNPCX	0.35													
		NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop/Line Port Combination - Switch As Is		UEPCO	USAC2		41.50		41.50			19.99							
		2-Wire Voice Grade Loop/Line Port Combination - Switch with Change		UEPCO	USACC		41.50		41.50			19.99							
		ADDITIONAL NRCs																	



UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2		Exhibit B	
CATE GORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st Add'l		
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOMAN	SOMAN	SOMAN		
	2 Wire Voice Grade Loop/Line Port Combination - Subsequent												
	UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES												
	1 Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports												
	2 Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit												
	3 End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations												
	For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections												
	5 Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an individual Case Basis, until further notice												
	UNE-P CENTREX - 1AESS - (Valid in AL, FL, GA, KY, LA, MS, & TN only)												
	2 Wire VG Loop/2 Wire Voice Grade Port (Centrex) Combo												
	UNE Port/Loop Combination Rates (Non-Design)												
	2 Wire VG Loop/2 Wire Voice Grade Port (Centrex) Port Combo - Non-Design	1	UEP91		14 18								
	2 Wire VG Loop/2 Wire Voice Grade Port (Centrex) Port Combo - Non Design	2	UEP91		18 01								
	2 Wire VG Loop/2 Wire Voice Grade Port (Centrex) Port Combo - Non Design	3	UEP91		23 02								
	UNE Port/Loop Combination Rates (Design)												
	2 Wire VG Loop/2 Wire Voice Grade Port (Centrex) Port Combo - Design	1	UEP91		18 26								
	2 Wire VG Loop/2 Wire Voice Grade Port (Centrex) Port Combo - Design	2	UEP91		23 33								
	2 Wire VG Loop/2 Wire Voice Grade Port (Centrex) Port Combo - Design	3	UEP91		29 98								
	UNE Loop Rate												
	2 Wire Voice Grade Loop (SL 1) - Zone 1	1	UEP91	UECS1	12 48								
	2 Wire Voice Grade Loop (SL 1) - Zone 2	2	UEP91	UECS1	16 31								
	2 Wire Voice Grade Loop (SL 1) - Zone 3	3	UEP91	UECS1	21 32								
	2 Wire Voice Grade Loop (SL 2) - Zone 1	1	UEP91	UECS2	16 56								
	2 Wire Voice Grade Loop (SL 2) - Zone 2	2	UEP91	UECS2	21 63								
	2 Wire Voice Grade Loop (SL 2) - Zone 3	3	UEP91	UECS2	28 28								
	UNE Ports												
	All States (Except North Carolina and South Carolina)												
	2 Wire Voice Grade Port (Centrex) Basic Local Area		UEP91	UEPYA	17 0	22 14	15 25	8 45	3 91	19 99			
	2 Wire Voice Grade Port (Centrex 800 termination) Basic Local Area		UEP91	UEPYB	17 0	22 14	15 25	8 45	3 91	19 99			
	2 Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area		UEP91	UEPYH	17 0	22 14	15 25	8 45	3 91	19 99			
	2 Wire Voice Grade Port (Centrex from diff Serving Wire Center) Basic Local Area		UEP91	UEPYM	17 0	22 14	15 25	8 45	3 91	19 99			
	2 Wire Voice Grade Port Diff Serving Wire Center - 800 Service Term. Basic Local Area		UEP91	UEPYZ	17 0	22 14	15 25	8 45	3 91	19 99			
	2 Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area		UEP91	UEPY0	17 0	22 14	15 25	8 45	3 91	19 99			
	2 Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area		UEP91	UEPYZ	17 0	22 14	15 25	8 45	3 91	19 99			
	AL, KY, LA, MS, & TN Only												
	2 Wire Voice Grade Port (Centrex )		UEP91	UEPOA	17 0	22 14	15 25	8 45	3 91	19 99			
	2 Wire Voice Grade Port (Centrex 800 termination)		UEP91	UEPOB	17 0	22 14	15 25	8 45	3 91	19 99			
	2 Wire Voice Grade Port (Centrex with Caller ID)		UEP91	UEPOH	17 0	22 14	15 25	8 45	3 91	19 99			

8300

[illegible]

63000

UNBUNDLED NETWORK ELEMENTS - Tennessee																
CATE GORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Exhibit B				
					Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	SOMEK	SOMAN	SOMAN	SOMAN				
											</					

UNBUNDLED NETWORK ELEMENTS - Tennessee

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000091

UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATE GORY	NOTES	RATE ELEMENTS			Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment 2				Exhibit
								Rec	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Manually per LSR	OSS RATES (\$)			
									First	Add'l	First	Add'l	SOME	SOMAN	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l

000092

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment 2		Exhibit B
CATE GORY	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
					Rec	Nonrecurring	Nonrecurring Disconnect		SOMECS	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l			
	2 Wire Voice Grade Port (Centrex) Differ SWC / EBS M5312/2 3		UEP8D	UEP0S	170	22 14	15 25	8 45	3 91	19 99		
	2 Wire Voice Grade Port (Centrex) Differ SWC / EBS M5008/2 3		UEP8D	UEP04	170	22 14	15 25	8 45	3 91	19 99		
	2 Wire Voice Grade Port (Centrex) Differ SWC / EBS M5208/2 3		UEP8D	UEP05	170	22 14	15 25	8 45	3 91	19 99		
	2 Wire Voice Grade Port (Centrex) Differ SWC / EBS M5216/2 3		UEP8D	UEP06	170	22 14	15 25	8 45	3 91	19 99		
	2 Wire Voice Grade Port (Centrex) Differ SWC / EBS M5316/2 3		UEP8D	UEP07	170	22 14	15 25	8 45	3 91	19 99		
	2 Wire Voice Grade Port Diff Serving Wire Center - 800 Service Term		UEP8D	UEP0Z	170	22 14	15 25	8 45	3 91	19 99		
	2-Wire Voice Grade Port terminated in on Megalink or equivalent		UEP8D	UEP09	170	22 14	15 25	8 45	3 91	19 99		
	2 Wire Voice Grade Port Terminated on 800 Service Term		UEP8D	UEP02	170	22 14	15 25	8 45	3 91	19 99		
	Local Switching											
	Centrex Intercom Functionality, per port		UEP8D	URECS	0 6381							
	Local Number Portability											
	Local Number Portability (1 per port)		UEP8D	LNPC	0 35							
	Features											
	All Standard Features Offered per port		UEP8D	UEPVF	0 00					19 99		
	All Select Features Offered per port		UEP8D	UEPVS	0 00	433 78				19 99		
	All Centrex Control Features Offered per port		UEP8D	UEPVC	0 00					19 99		
	NARS											
	Unbundled Network Access Register - Combination		UEP8D	UARCX	0 00	0 00				19 99		
	Unbundled Network Access Register - Inward		UEP8D	UARIX	0 00	0 00				19 99		
	Unbundled Network Access Register - Outdial		UEP8D	UAROX	0 00	0 00				19 99		
	Miscellaneous Terminations											
	2-Wire Trunk Side											
	Trunk Side Terminations each		UEP8D	CEND6	8 78	22 14	15 25	8 45	3 91	19 99		
	4 Wire Digital (1 544 Megabits)											
	DS1 Circuit Terminations each		UEP8D	M1HD1	35 55	25 93	38 15			19 99		
	DS0 Channels Activated per Channel		UEP8D	M1HDO	0 00	108 67				19 99		
	Interoffice Channel Mileage - 2-Wire											
	Interoffice Channel Facilities Termination		UEP8D	MIGBC	18 58	22 14	15 25	8 45	3 91	19 99		
	Interoffice Channel mileage, per mile or fraction of mile		UEP8D	MIGBM	0 0174							
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service											
	D4 Channel Bank Feature Activations											
	Feature Activation on D-4 Channel Bank Centrex Loop Slot		UEP8D	1PQWS	0 66							
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot		UEP8D	1PQW6	0 66							
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot		UEP8D	1PQW7	0 66							
	Feature Activation on D-4 Channel Bank Centrex Loop Slot		UEP8D	1PQWP	0 66							
	Different Wire Center		UEP8D	1PQWV	0 66							
	Feature Activation on D-4 Channel Bank Private Line Loop Slot		UEP8D									
	Feature Activation on D-4 Channel Bank Tye Line/Trunk Loop Slot		UEP8D	1PQWQ	0 68							
	Feature Activation on D 4 Channel Bank WATS Loop Slot		UEP8D	1PQWA	0 66							
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex											
	NRC Conversion Currently Combined Switch As-is with allowed changes, per port		UEP8D	USAC2		1 03	0 29			19 99		
	New Centrex Standard Common Block		UEP8D	MTACS	0 00	658 60				19 99		
	New Centrex Customized Common Block		UEP8D	MTACC	0 00	658 60				19 99		
	NAR Establishment Charge, Per Occasion		UEP8D	URECA		68 57				19 99		
	UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo											
	UNE Port/Loop Combination Rates (Non-Design)											
	2 Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non Design	1	UEP8E		14 18							
	2-Wire VG Loop/2 Wire Voice Grade Port (Centrex)Port Combo - Non Design	2	UEP8E		18 01							

000093

UNBUNDLED NETWORK ELEMENTS - Tennessee																	
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Attachment 2			Exhibit B			
						Rec	Nonrecurring		Nonrecurring Disconnect Add'l		SOMEc	SOMAN	Incremental Charge - Manual Svc Order vs Electronic- 1st		Incremental Charge - Manual Svc Order vs Electronic- Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l
							First	Add'l									
		2 Wire VG Loop/2 Wire Voice Grade Port (Centrex)Port Combo Non Design	3	UEP9E			23 02										
		UNE Port/Loop Combination Rates (Design)															
		2 Wire VG Loop/2 Wire Voice Grade Port (Centrex)Port Combo Design	1	UEP9E			18 28										
		2 Wire VG Loop/2 Wire Voice Grade Port (Centrex)Port Combo Design	2	UEP9E			23 33										
		2 Wire VG Loop/2 Wire Voice Grade Port (Centrex)Port Combo Design	3	UEP9E			20 88										
		UNE Loop Rate															
		2 Wire Voice Grade Loop (SL 1) - Zone 1	1	UEP9E	UECS1		12 48										
		2 Wire Voice Grade Loop (SL 1) - Zone 2	2	UEP9E	UECS1		16 31										
		2 Wire Voice Grade Loop (SL 1) - Zone 3	3	UEP9E	UECS1		21 32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1	1	UEP9E	UECS2		16 56										
		2 Wire Voice Grade Loop (SL 2) - Zone 2	2	UEP9E	UECS2		21 63										
		2 Wire Voice Grade Loop (SL 2) - Zone 3	3	UEP9E	UECS2		28 28										
		UNE Port Rate															
		AL, FL, KY, LA, MS, & TN only															
		2 Wire Voice Grade Port (Centrex ) Basic Local Area		UEP9E	UEPYA		1 70	22 14	15 25	8 45	3 91	19 99					
		2 Wire Voice Grade Port (Centrex 800 termination)Basic Local Area		UEP9E	UEPYB		1 70	22 14	15 25	8 45	3 91	19 99					
		2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area		UEP9E	UEPYH		1 70	22 14	15 25	8 45	3 91	19 99					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area		UEP9E	UEPYM		1 70	22 14	15 25	8 45	3 91	19 99					
		2 Wire Voice Grade Port, Diff Serving Wire Center 800 Service Term - Basic Local Area		UEP9E	UEPYZ		1 70	22 14	15 25	8 45	3 91	19 99					
		2 Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area		UEP9E	UEPY0		1 70	22 14	15 25	8 45	3 91	19 99					
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area		UEP9E	UEPY2		1 70	22 14	15 25	8 45	3 91	19 99					
		AL, KY, LA, MS, & TN Only															
		2 Wire Voice Grade Port (Centrex )		UEP9E	UEPQA		1 70	22 14	15 25	8 45	3 91	10 99					
		2 Wire Voice Grade Port (Centrex 800 termination)		UEP9E	UEPQB		1 70	22 14	15 25	8 45	3 91	19 99					
		2 Wire Voice Grade Port (Centrex with Caller ID)1		UEP9E	UEPQH		1 70	22 14	15 25	8 45	3 91	19 99					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2		UEP9E	UEPQM		1 70	22 14	15 25	8 45	3 91	19 99					
		2 Wire Voice Grade Port Diff Serving Wire Center 800 Service Term		UEP9E	UEPQZ		1 70	22 14	15 25	8 45	3 91	19 99					
		2 Wire Voice Grade Port terminated in on Megalink or equivalent		UEP9E	UEPQ0		1 70	22 14	15 25	8 45	3 91	10 99					
		2 Wire Voice Grade Port Terminated on 800 Service Term		UEP9E	UEPQ2		1 70	22 14	15 25	8 45	3 91	19 99					
		Local Switching															
		Centrex Intercom Functionality per port		UEP9E	URECS		0 6381										
		Local Number Portability															
		Local Number Portability(1 per port)		UEP9E	LNPCC		0 35										
		Features															
		All Standard Features Offered per port		UEP9E	UEPVF		0 00					19 99					
		All Select Features Offered per port		UEP9E	UEPVS		0 00	433 78				19 99					
		All Centrex Control Features Offered per port		UEP9E	UEPVC		0 00					19 99					
		NARS															
		Unbundled Network Access Register - Combination		UEP9E	UARCX		0 00	0 00	0 00			19 99					
		Unbundled Network Access Register - Initial		UEP9E	UAR1X		0 00	0 00	0 00			19 99					
		Unbundled Network Access Register - Outdial		UEP9E	UAROX		0 00	0 00	0 00			19 99					
		Miscellaneous Terminations															
		2 Wire Trunk Side															
		Trunk Side Terminations each		UEP9E	CEND6		8 78	22 14	15 25	8 45	3 91	19 99					

000094

UNBUNDLED NETWORK ELEMENTS - Tennessee																
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted ELEC per LSR	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	Exhibit B			
						Rec	Nonrecurring First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Digital (1.544 Megabits)														
		DS1 Circuit Terminations each														
		DS0 Channel Activated Per Channel														
		Interface Channel Mileage - 2-Wire														
		Interface Channel Facilities Termination														
		Interface Channel mileage per mile or fraction of mile														
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
		De Channel Bank Feature Activations														
		Feature Activation on D-4 Channel Bank Centrex Loop Slot														
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot														
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot														
		Different Wire Center														
		Feature Activation on D-4 Channel Bank Private Line Loop Slot														
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot														
		Feature Activation on D-4 Channel Bank WATS Loop Slot														
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
		NRC Conversion Currently Combined Switch AS-is with allowed changes per port														
		New Centrex Standard Common Block														
		New Centrex Customized Common Block														
		NAR Establishment Change Per Occasion														
		UNE-P CENTREX - DCO - Valid In AL, KY, LA, MS, & TN)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
		UNE Port/Loop Combination Rates (Non-Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Non Design	1													
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Non Design	2													
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Non Design	3													
		UNE Port/Loop Combination Rates (Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Design	1													
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Design	2													
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo Design	3													
		UNE Loop Rate														
		2-Wire Voice Grade Loop (SL 1)- Zone 1	1													
		2-Wire Voice Grade Loop (SL 1)- Zone 2	2													
		2-Wire Voice Grade Loop (SL 1)- Zone 3	3													
		2-Wire Voice Grade Loop (SL 2)- Zone 1	1													
		2-Wire Voice Grade Loop (SL 2)- Zone 2	2													
		2-Wire Voice Grade Loop (SL 2)- Zone 3	3													
		UNE Port Rate														
		AL, KY, LA, MS, & TN only														
		2-Wire Voice Grade Port (Centrex) Basic Local Area														
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area														
		2-Wire Voice Grade Port (Centrex with Caller ID)Basic Local Area														
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area														



56000

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment 2		Exhibit B	
CATE GORY	NOTES	RATE ELEMENTS	Interim Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs Electronic- 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Addl		
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add1	First	Add1	SOMEC	SOMAN	SOMAN		
		2 Wire Voice Grade Port Diff Serving Wire Center - 800 Service Term - Basic Local Area		UEP93	UEPVZ	1.70	22.14	15.25	8.45	3.91	19.99				
		2 Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area		UEP93	UEPV9	1.70	22.14	15.25	8.45	3.91	19.99				
		2 Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area		UEP93	UEPV2	1.70	22.14	15.25	8.45	3.91	19.99				
		2 Wire Voice Grade Port (Centrex )		UEP93	UEPOA	1.70	22.14	15.25	8.45	3.91	19.99				
		2 Wire Voice Grade Port (Centrex 800 termination)		UEP93	UEPOB	1.70	22.14	15.25	8.45	3.91	19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)		UEP93	UEPOH	1.70	22.14	15.25	8.45	3.91	19.99				
		2 Wire Voice Grade Port (Centrex from diff Serving Wire Center)2		UEP93	UEPOM	1.70	22.14	15.25	8.45	3.91	19.99				
		2 Wire Voice Grade Port Diff Serving Wire Center - 800 Service Term -		UEP93	UEPOZ	1.70	22.14	15.25	8.45	3.91	19.99				
		2 Wire Voice Grade Port terminated in on Megalink or equivalent		UEP93	UEPO9	1.70	22.14	15.25	8.45	3.91	19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term		UEP93	UEPO2	1.70	22.14	15.25	8.45	3.91	19.99				
		Local Switching													
		Centrex Intercom Functionality, per port		UEP93	URECS	0.6381									
		Local Number Portability													
		Local Number Portability (1 per port)		UEP93	LNCCC	0.35									
		Features													
		All Standard Features Offered, per port		UEP93	UEPVF	0.00									
		All Centrex Control Features Offered per port		UEP93	UEPVC	0.00									
		NARS													
		Unbundled Network Access Register - Combination		UEP93	UARCX	0.00	0.00	0.00			19.99				
		Unbundled Network Access Register - Individual		UEP93	UARIX	0.00	0.00	0.00			19.99				
		Unbundled Network Access Register - Outdial		UEP93	UAROX	0.00	0.00	0.00			19.99				
		Miscellaneous Terminations													
		2 Wire Trunk Side													
		Trunk Side Terminations each		UEP93	CEND6	8.78	22.14	15.25	8.45	3.91	19.99				
		4 Wire Digital (1.344 Megabits)													
		DS1 Circuit Terminations each		UEP93	MIH01	35.55	75.03	JB 15			19.99				
		DS0 Channels Activated Per Channel		UEP93	MIH00	0.00	108.67				19.99				
		Interoffice Channel Mileage - 2-Wire													
		Interoffice Channel Facilities Termination		UEP93	IAIBC	18.58	22.14	15.25	8.45	3.91	19.99				
		Interoffice Channel mileage, per mile or fraction of mile		UEP93	MIGBM	0.0174									
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service													
		04 Channel Bank Feature Activations													
		Feature Activation on D 4 Channel Bank Centrex Loop Slot		UEP93	IPOWS	0.66									
		Feature Activation on D 4 Channel Bank FX Line Side Loop Slot		UEP93	IPQW6	0.66									
		Feature Activation on D 4 Channel Bank Private Line Loop Slot		UEP93	IPQW7	0.66									
		Feature Activation on D 4 Channel Bank Trunk Side Loop Slot		UEP93	IPQWP	0.66									
		Feature Activation on D 4 Channel Bank Centrex Loop Slot		UEP93	IPQWV	0.66									
		Feature Activation on D 4 Channel Bank Private Line Loop Slot		UEP93	IPQWV	0.66									
		Feature Activation on D 4 Channel Bank Tie Line/Trunk Loop Slot		UEP93	IPQWQ	0.66									
		Feature Activation on D 4 Channel Bank WATS Loop Slot		UEP93	IPQWA	0.66									
		Non-Recurring Charges (NRC) Associated with UNE P Centrex													
		NRC Conversion Currently Combined Switch-As-is with allowed changes per port		UEP93	USAC2		1.03	0.29			19.99				
		New Centrex Standard Common Block		UEP93	MIACS	0.00	658.60				19.99				
		New Centrex Customized Common Block		UEP93	MIACC	0.00	658.60				19.99				
		NAR Establishment Charge, Per Occasion		UEP93	URECA		68.57				19.99				
		Note 1 - Required Port for Centrex Control In 1AESS, SESS & EWSD													
		Note 2 - Requires Interoffice Channel Mileage													
		Note 3 - Requires Specific Customer Premises Equipment													

**Amendment to  
Interconnection Agreement**

**between**

**Sprint Communications Company Limited Partnership  
Sprint Communications Company L.P.  
Sprint Spectrum, L.P.**

**and**

**BellSouth Telecommunications, Inc.**

**Dated January 1, 2001**

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo. L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (Sprint PCS), and BellSouth Telecommunications, Inc. (BellSouth), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement (the Agreement) between BellSouth and Sprint CLEC and Sprint PCS, (collectively referred to as "Sprint") dated January 1, 2001.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete Sections 2 and 3, General Terms and Conditions – Part A in their entirety and replace them with the following:

2. **Term of the Agreement**

2.1 The term of this Agreement shall be from the effective date as set forth above and shall expire as of June 30, 2004. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

3. **Renewal**

3.1 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence

negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).

- 3.2 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 3.3 Notwithstanding the foregoing and except as set forth in Section 3.4 below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, or the Parties have not mutually agreed where permissible, to extend, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Sprint pursuant to BellSouth's then current standard interconnection agreement or Sprint may exercise its rights under Section 252(i) of the Act. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties or Sprint adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in the Subsequent Agreement.
- 3.4 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

2. The Parties agree to add Section 10.1.1, General Terms and Conditions – Part A as follows:

- 10.1.1 Dispute Resolution. Any claim arising under Section 10.1 shall be excluded from the dispute resolution procedures set forth in Section 14 and shall be brought in a court of competent jurisdiction.

3. The Parties agree to replace Sections 11.1 – 11.7, General Terms and Conditions – Part A with new Sections 11.1-11.7, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference. The Parties also agree to replace Section 11.10 with the following:

11.10 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies pursuant to this Agreement.

4. The Parties further agree to delete Section 14, General Terms and Conditions – Part A and replace with the following:

**14. Resolution of Disputes**

14.1 Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, then if the aggrieved Party elects to pursue such dispute, the aggrieved Party may petition the FCC or Commission for a resolution of the dispute. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement and shall continue to provide all services and payments as prior to the dispute provided, however, that neither Party shall be required to act in any unlawful fashion. If the issue is as to how or whether to perform an obligation, the Parties shall continue to operate under the Agreement as they were at the time the dispute arose. This provision shall not preclude the Parties from seeking other legal remedies. Each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

14.2 The foregoing Section 14.1 notwithstanding, except to the extent the Commission is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section 14 shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order, in a court of competent jurisdiction.

5. The Parties agree to delete Sections 18.4 and 18.5 in General Terms and Conditions – Part A and replace with the following:

18.4 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Sprint or BellSouth to perform any material terms of this Agreement, Sprint or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

18.5 If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 14.

6. The Parties further agree to delete Section 29.3 in General Terms and Conditions – Part A and replace with the following:

29.3 Notwithstanding the foregoing, BellSouth may provide Sprint notice via Internet posting of price changes and changes to the terms and conditions of services available for resale. BellSouth shall provide notice of discontinuance of resold services and notice of rate increases on resold services ten (10) days prior to Sprint's obligation to provide advanced notice to its End Users pursuant to Commission order or Rule. BellSouth will post on its website changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted, and any other information of general applicability to CLECs.

The Parties also agree to delete "Telecommunications Service," from 29.4 and to replace 29.5 with the following:

29.5 Bellsouth shall provide notice of network changes and upgrades as required by Section 51.325 through 51.335 of Title 47 of the Code of Federal Regulations or other applicable FCC and/or Commission rules.

7. The Parties agree to add a new Section 37 to General Terms and Conditions – Part A as follows:

37. **Indivisibility**

The Parties acknowledge that they have assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

8. The Parties further agree to add Section 4.4 to Attachment 1 – Resale as follows:

4.4 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas

- 4.4.1 BellSouth will in some instances provision resold services in accordance with the GSST and PLST jointly with an Independent Company or other CLEC.
- 4.4.2 When Sprint assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.4.3 Service terminating in an Independent Company or other CLEC area will be provisioned and billed by the Independent Company or other CLEC directly to Sprint.
- 4.4.4 Sprint is responsible for establishing a billing arrangement with the Independent Company or other CLEC where such circumstances apply. In those instances where a billing arrangement with the Independent Company or other CLEC is not established, the End User may receive a bill from the Independent Company or other CLEC as applicable.
- 4.4.5 Specific guidelines regarding such services are available on BellSouth's website at [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com).

9. The Parties agree to replace Exhibit C, Attachment 1 – Resale with a new Exhibit C, as set forth in Exhibit 2 attached hereto and incorporated herein by this reference.

10. The Parties agree to delete Sections 1.4.1 and 1.4.2 in Attachment 2.

11. The Parties agree to add Section 8.6 to Attachment 2 as shown in Exhibit 3 attached hereto and incorporated herein by this reference.

12. The Parties agree to delete Sections 13.2.1, 13.2.2, 13.2.4, and 13.2.5 Attachment 2 and replace with new sections as follows:

13.2.1 For purposes of this Section, references to "Currently Combined" network elements shall mean that the particular network elements requested by Sprint are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" network elements shall mean that the particular network elements requested by Sprint are not already combined by BellSouth in the location requested by Sprint but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" network elements shall mean that the particular network elements requested by Sprint are not elements that BellSouth combines for its use in its network.

13.2.2 Left Blank Intentionally

13. The Parties further agree to delete Section 13.6, Attachment 2 and replace with a new section as follows:

13.6 Rates

13.6.1 Currently Combined EELs listed in Sections 13.3.1-13.3.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit B of this Attachment. Currently Combined EELs not listed in Sections 13.3.1-13.3.14 shall be billed at the sum of the recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B and a nonrecurring switch-as-is charge as set forth in Exhibit B.

13.6.2 Ordinarily Combined EELs listed in Sections 13.3.1-13.3.14 shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit B of this Attachment. Ordinarily combined EELs not listed in Sections in Sections 13.3.1-13.3.14 shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B.

13.6.3 To the extent that Sprint requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the BFR/NBR Process.

14. The Parties agree to add a new Section 13.7, Attachment 2 as follows:

13.7 Other UNE Combinations

13.7.1 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to Sprint in

addition to those specifically referenced in this Section 13 above and in Section 14 below, where available. To the extent Sprint requests a combination for which BellSouth does not have methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

- 13.7.2 The rates for Ordinarily Combined UNE Combinations provisioned pursuant to this Section 13.7 shall be the sum of the recurring rates and nonrecurring rates for the individual network elements as set forth in Exhibit B of this Attachment. The rates for Currently Combined UNE Combinations provisioned pursuant to this Section 13.7 shall be the sum of the recurring rates for the individual network elements as set forth in Exhibit B, in addition to a nonrecurring charge set forth in Exhibit B. To the extent Sprint requests a Not Typically Combined Combination pursuant to this Section 13.7, or to the extent Sprint requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

15. The Parties further agree to delete Sections 14.1 and 14.2, Attachment 2 and replace with new Sections 14.1 and 14.2 as follows:

- 14.1 Combinations of port and Loop UNEs along with switching and transport UNEs provide local exchange service for the origination or termination of calls. Port/ Loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.
- 14.2 Except as set forth in Section 14.2.1 and 14.2.2 below, BellSouth shall provide UNE port/Loop combinations described in Section 14.3 below that are Currently Combined or Ordinarily Combined in BellSouth's network at the cost-based rates in Exhibit B. Except as set forth in Section 14.2.1 and 14.2.2 below, BellSouth shall provide UNE port/Loop combinations not described in Section 14.3 below or Not Typically Combined Combinations in accordance with the BFR/NBR process.
- 14.2.1 BellSouth is not required to provide combinations of port and Loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as a UNE.
- 14.2.2 BellSouth shall not be required to provide local circuit switching as a UNE in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of

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the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Sprint if Sprint's customer has 4 or more DS0 equivalent lines.

14.2.3 Notwithstanding the foregoing, BellSouth shall provide combinations of port and Loop network elements on an unbundled basis where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as a UNE and shall do so at the market rates in Exhibit B. If a market rate is not set forth in Exhibit B for a UNE port/Loop combination, such rate shall be negotiated by the Parties.

14.2.4 BellSouth shall make 911 updates in the BellSouth 911 database for Sprint's UNE port/Loop combinations. BellSouth will not bill Sprint for 911 surcharges. Sprint is responsible for paying all 911 surcharges to the applicable governmental agency.

16. The Parties agree to replace Section 1.15, Attachment 7 with a new Section 1.15 as follows:

1.15 Deposit Policy. Sprint shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the accounts established under this Agreement with a suitable form of security deposit unless satisfactory credit has already been established. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form or another form substantially similar in its substantive provisions), Surety Bond (BellSouth form or another form substantially similar in its substantive provisions) or some other form of security as the Parties may mutually agree. Any such security deposit shall in no way release Sprint from its obligation to make complete and timely payments of its bill. Sprint shall pay any applicable deposits prior to the inauguration of service unless service has already been established pursuant to this Agreement. Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing.

1.15.1 If, in the reasonable opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security. In determining whether an additional security deposit is required, BellSouth will review Sprint's Dun & Bradstreet rating and report details, Sprint's payment history with BellSouth and payment history with others as available; the number of years Sprint has been in business; Sprint's management history and managers' length of service with Sprint; liens, suits and judgments against Sprint; UCC-1 filings against Sprint's assets; and to the extent available, Sprint's

financial information. Upon the conclusion of this review, if BellSouth continues to insist on additional security, at Sprint's written request, BellSouth will provide an explanation in writing to Sprint justifying the decision for additional deposit.

1.15.2 Subject to Section 1.15.3 following, in the event Sprint fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) days of Sprint's receipt of such request, service to Sprint may be terminated in accordance with the terms of Section 1.14 above, and any security deposits will be applied to Sprint's account.

1.15.3 The Parties will work together to determine the need for or amount of a reasonable initial or increase in deposit. If the Parties are unable to agree, then Sprint must file a petition for resolution of the dispute. Such petition shall be filed with the Commission in the state in which Sprint does the most business with BellSouth. The Parties agree that the decision ordered by such Commission will be binding for all states covered by this Agreement. In the event Sprint fails to file a petition with the Commission then BellSouth may terminate service to Sprint in accordance with the terms of Section 1.14 above, and any security deposits will be applied to Sprint's account.

17. All other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect.

18. Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

19. This Amendment shall be effective upon the date of the last signature of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

By: Pet C. Fowler  
Name: Peterson C. Fowler  
Title: Asst Director  
Date: 12/2/03

**Sprint Communications Company  
Limited Partnership**

By: W. Richard Morris  
Name: W. Richard Morris  
Title: Vice President, External Affairs  
Date: December 2, 2003

**Sprint Spectrum L.P.**

By: W. Richard Morris  
Name: W. Richard Morris  
Title: Vice President, External Affairs  
Date: December 2, 2003

## EXHIBIT 1

### 11. Proprietary and Confidential Information

- 11.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Sprint, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.
- 11.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 11.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 11.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 11.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

**EXHIBIT 1**

- 11.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 11.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 11.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 11 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

## EXHIBIT 2

Attachment 1  
EXHIBIT C

### LINE INFORMATION DATA BASE (LIDB) RESALE STORAGE AGREEMENT

- I. Definitions (from Addendum)**
- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
  - B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.
  - C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.
  - D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
  - E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.
  - F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Sprint.
  - G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.
  - H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.
  - I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by Sprint.
  - J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.
  - K. Originating Line Number Screening (OLNS) - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by Sprint for originating line numbers.
  - L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

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## EXHIBIT 2

Attachment 1  
EXHIBIT C

### II. General

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Sprint and pursuant to which BellSouth, its LIDB customers and Sprint shall have access to such information. In addition, this Agreement sets forth the terms and conditions for Sprint's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. Sprint understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Sprint, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Agreement upon notice to Sprint's account team and/or Local Contract Manager to activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.
- B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:
1. **Billed Number Screening.** BellSouth is authorized to use the billing number information to determine whether Sprint has identified the billing number as one that should not be billed for collect or third number calls.
  2. **Calling Card Validation.** BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.
  3. **OLNS.** BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of Sprint from which a call originates.
  4. **GetData.** BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of Sprint indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.
  5. **Fraud Control.** BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Sprint of fraud alerts so that Sprint may take action it deems appropriate.

## **EXHIBIT 2**

**Attachment 1  
EXHIBIT C**

### **III. Responsibilities of the Parties**

- A. BellSouth will administer all data stored in the LIDB, including the data provided by Sprint pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Sprint for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.
- B. Billing and Collection Customers. BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate Sprint's data from BellSouth's data, the following shall apply:
  - (1) BellSouth will identify Sprint end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. Sprint is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.
  - (2) BellSouth shall have no obligation to become involved in any disputes between Sprint and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to Sprint. It shall be the responsibility of Sprint and the B&C Customers to negotiate and arrange for any appropriate adjustments.

### **IV. Fees for Service and Taxes**

- A. Sprint will not be charged a fee for storage services provided by BellSouth to Sprint, as described in this LIDB Storage Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Sprint in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

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## EXHIBIT 3

Attachment 2

### 8.6 Line Splitting

- 8.6.1 Line splitting allows a provider of data services (Data LEC) and a provider of voice services (Voice CLEC) to deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers. Sprint shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if Sprint will not provide voice and data services.
- 8.6.2 End Users currently receiving voice service from a Voice CLEC through a UNE platform (UNE-P) may be converted to Line Splitting arrangements by Sprint or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.
- 8.6.3 When end users on Loops using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing Sprint for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of Sprint or its authorized agent to determine if the Loop is compatible for Line Splitting Service. Sprint or its authorized agent may use the existing Loop unless it is not compatible with the Data LEC's data service and Sprint or its authorized agent submits an LSR to BellSouth to change the Loop.
- 8.6.4 **Provisioning Line Splitting and Splitter Space**
- 8.6.4.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When Sprint or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the end user's location; a collocation cross connection connecting the Loop to the collocation space; a second collocation cross connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. The Loop and port cannot be a Loop and port combination (i.e. UNE-P), but must be individual stand-alone network elements. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the end user's location with CFA and splitter port assignments, and a collocation cross connection from the collocation space connected to a voice port.

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## EXHIBIT 3

Attachment 2

- 8.6.4.2 An unloaded 2-wire copper Loop must serve the end user. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 8.6.4.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.
- 8.6.4.4 For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a process whereby a Voice CLEC and a Data LEC may provide services over the same Loop.
- 8.6.5 **Ordering**
- 8.6.5.1 Sprint shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFAs for use with Line Splitting.
- 8.6.5.2 BellSouth shall provide Sprint the LSR format to be used when ordering Line Splitting service.
- 8.6.5.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 8.6.5.4 BellSouth will provide Sprint access to Preordering Loop Makeup (LMU) in accordance with the terms of this Agreement. BellSouth shall bill and Sprint shall pay the rates for such services as described in Exhibit B.
- 8.6.5.5 BellSouth will provide Loop modification to Sprint on an existing Loop in accordance with procedures developed in the Line Sharing Collaborative. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from ULM set forth in Section 2.5 of this Attachment. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: <HTTP://www.interconnection.bellsouth.com/html/unes.html>. Nonrecurring rates for this UNE offering are as set forth in Exhibit B.
- 8.6.6 **Maintenance**
- 8.6.6.1 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premise and the Termination Point. Sprint will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 8.6.6.2 Sprint shall inform its end users to direct data problems to Sprint, unless both voice and data services are impaired, in which event the end users should call BellSouth.

## **EXHIBIT 3**

### **Attachment 2**

- 8.6.6.3** Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.
- 8.6.6.4** When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to owner of the collocation space, BellSouth will notify the owner of the collocation space. The owner of the collocation space will provide at least one but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event the CFA pair is changed, the owner of the collocation space will provide BellSouth an LSR with the new CFA pair information within 24 hours. If the owner of the collocation space fails to resolve the trouble by providing BellSouth with the verbal CFA pair changes, BellSouth may discontinue the owner of the collocation space access to the High Frequency Spectrum on such Loop.
- 8.6.6.5** If Sprint is not the data provider, Sprint shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.

# **INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT**

By and Between

CenturyTel

And

Sprint Spectrum L.P.

For the state of

Tennessee

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This Interconnection and Reciprocal Compensation Agreement ("Agreement"), is entered into by and between CenturyTel's Tennessee Local Exchange Companies as listed on Attachment 2 ("CenturyTel") and Sprint Spectrum L P , a Delaware limited partnership, as agent and General Partner for WirelessCo, L P , a Delaware limited partnership and as agent for SprintCom, Inc , a Kansas corporation, all foregoing jointly d/b/a Sprint PCS, ("SPCS"). (collectively, "the Parties")

WHEREAS, SPCS is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service ("CMRS") and provides such service to its end user customers, operating wireless affiliates and switch share/managed markets, and

WHEREAS, CenturyTel is a certified provider of local exchange service, and

WHEREAS, SPCS terminates local telecommunications traffic that originates from CenturyTel's subscribers, and CenturyTel terminates local telecommunications traffic that originates from SPCS's subscribers, and

WHEREAS, SPCS provides a point of interconnection in the CenturyTel service areas, or interconnects with CenturyTel's network via a third party tandem switch; and

WHEREAS, the Parties wish to establish a reciprocal compensation interconnection arrangement that compensates each other for terminating local telecommunications traffic that originates on the other Party's network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows

## 1 DEFINITIONS

1 1 "Act" means the Communications Act of 1934, as amended

1 2 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.

1 3 "Central Office" means a switching facility from which Telecommunications Services are provided, including, but not limited to

(a) An "End Office Switch" or "End Office" is used to, among other things, terminate telecommunications traffic to end user subscribers

- (b) A "Tandem Switch" or "Tandem Office" is a switching facility that is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence
  - (c) A "Mobile Switch Center" or "MSC" is a switching facility that provides tandem and end office switching capability
- 1.4 "CMRS" means Commercial Mobile Radio Service as defined in the Act.
  - 1.6 "Commission" refers to the state regulatory commission within a state
  - 1.7 "Interconnection," as defined in 47 C F R § 51.5, is the physical linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic
  - 1.8 "Interconnection Facilities" are those CenturyTel facilities between the CenturyTel central office switch and the POI.
  - 1.9 "Local Exchange Carrier" is as defined in the act 47 U S C § 153 (26)
  - 1.10 "Local Exchange Routing Guide" or "LERG" means the Telcordia reference customarily used to identify NPA-NXX routing and homing information
  - 1.11 "Local Traffic" is that telecommunications traffic, which originates and terminates within the same major trading area ("MTA"), as defined in 47 C F R. §24.202(a). For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is local, the location of the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call shall be used
  - 1.12 "POI" means Point of Interconnection
  - 1.13 "PSTN" means the Public Switched Telephone Network
  - 1.14 "Tandem Switching" is when CenturyTel provides tandem switching at a CenturyTel tandem switch for traffic between SPCS and a CenturyTel end office subtending the CenturyTel tandem
  - 1.15 "Telecommunication Services" shall have the meaning set forth in 47 USC §153(46)
  - 1.16 "Transiting" is when CenturyTel provides tandem switching at a CenturyTel access tandem switch for traffic between SPCS and a non-CenturyTel end office subtending the CenturyTel access tandem

- 1 17 "Type 1 Wireless Interconnection" is a line side trunk provided by the LEC to the CMRS provider that utilizes NPA NXX's assigned to and resident in the LEC end office. The LEC numbers may be assigned by the CMRS provider to their individual customers or the interconnection may be used only for auxiliary services for which the LEC must record and/or provide billing information, i.e., Operator Service, Directory Assistance, etc. The numbers assigned to the CMRS provider from the LEC office remain under the control of the LEC and any access between these numbers and PSTN must be made utilizing the LEC end office to which the numbers are assigned.
- 1 18 "Type 2 Wireless Interconnection" is a trunk interconnecting the LEC central office with a CMRS provider's mobile switching center. This type of connection may only be used for Local Traffic or terminating interMTA traffic.
- i) Type 2A is trunk interconnection between a LEC local tandem and a CMRS provider mobile switching center. Through this interface, SPCS can connect to Century Tel's end offices.
  - ii) Type 2B is a trunk interconnection between a LEC end office and a CMRS provider mobile switching center. This interconnection will only provide access to numbers residing in the LEC end office to which the interconnection is made.

## 2. RURAL TELEPHONE COMPANY

CenturyTel asserts that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. CenturyTel further asserts that, pursuant to Section 251(f)(1) of the Act, CenturyTel is exempt from Section 251(c) of the Act. Notwithstanding such exemption, CenturyTel has entered into and accepted this agreement for purposes of exchanging traffic, as defined herein, with SPCS. CenturyTel's execution of this agreement does not in any way constitute a waiver or limitation of CenturyTel's rights under Section 251(f)(1) or 251(f)(2). Accordingly, CenturyTel expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by SPCS or any other carrier.

## 3. TRAFFIC INTERCHANGED

- 3 1 The traffic subject to this Agreement shall be that Local Traffic which originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party. Such traffic includes that traffic which is delivered via a third party tandem switch. Terms and conditions for the interchange of traffic between the Parties via Type 1 Wireless Interconnection are governed by CenturyTel's applicable local tariff.
- 3 2 Tandem Switched Services  
CenturyTel may provide to SPCS's tandem switching to another CenturyTel end-



office or a non-CenturyTel end office that subtends the CenturyTel access tandem

#### 4 FACILITIES

Each Party shall construct, equip, maintain and operate its network in accordance with good engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein. Where appropriate and consistent with industry practices, each Party shall provide the other Party, at no charge, equipment space and electrical power at the POI necessary for the other Party to provide services under this Agreement. Where appropriate and consistent with industry practices and upon reasonable notice, each Party shall make the necessary arrangements to assure the other Party access to the point of physical interconnection for testing, maintenance, repairing and removing facilities.

When ordered by SPCS, CenturyTel shall provide interconnection circuits of a quality comparable to that provided to any other interconnected local exchange carrier or to private branch exchanges between the CenturyTel switching center and the POI located in CenturyTel's local exchange serving area. CenturyTel and SPCS will jointly determine the interconnection circuit design and routing as well as the selection of the switching center from which service will be provided.

CenturyTel shall provide dedicated private line circuits between SPCS's mobile switching center, remote cell sites and control points, when ordered by SPCS. When ordering these circuits, SPCS shall specify the originating and terminating points for such circuit, the bandwidth required, the transmission parameters and such other information as CenturyTel may reasonably require in order to provide the circuits. CenturyTel and SPCS will jointly determine the design and routing of these circuits, taking into account standard CenturyTel traffic engineering methods, the availability of facilities and equipment and CenturyTel's traffic routing plans.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

The Parties expect that where feasible, traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available.

## 5 RATES AND CHARGES

- 5 1 The Parties hereby agree to the following rates for the facilities and services to be provided pursuant to this Agreement. The Parties hereby agree the rates set forth herein shall become effective when this agreement is signed by both Parties. However, the Parties acknowledge this Agreement cannot be implemented until it is duly approved by the Commission. Upon Commission approval of this Agreement, the Parties shall implement and apply the rates as though such rates were approved on the date the agreement was signed by both Parties.

<u>Facilities</u>	<u>Rates</u>
1 Interconnection Facilities	The rates for these facilities, if provided by CenturyTel, are specified in CenturyTel's applicable tariff.
2 Local Network Usage	The Parties agree to compensate each other for terminating traffic that originates on the other Party's network. The reciprocal Local Network Usage rate is identified in Attachment 1.
3 Tandem Switching	SPCS's local traffic that is transported to a CenturyTel end office via a CenturyTel tandem. SPCS will compensate CenturyTel for the tandem switched traffic between SPCS's and the CenturyTel end office at rates defined on Attachment 1.
4 Transiting	SPCS's local traffic that is transported to non-CenturyTel end offices via a CenturyTel tandem. SPCS will compensate CenturyTel for the tandem switched traffic between SPCS and the non-CenturyTel end office company at rates defined on Attachment 1. By transporting traffic to non-CenturyTel end offices via a CenturyTel tandem, SPCS assumes any responsibility for compensation to the non-CenturyTel end office company.

- 5 2 The charges for Interconnection Facilities shall be determined by CenturyTel's applicable tariff for such facilities. Where these facilities are used for two-way traffic, the applicable recurring charges (if any) will be reduced by a percentage equal to the percentage of traffic on such facilities that originates on CenturyTel's network and terminates on SPCS's network. This percentage is referred to as the Land to Mobile Traffic Factor on Attachment 1. The Parties agree that they will review the initial percentages based on actual usage after the initial six (6) months and will revise the

percentage at that time The Parties agree to evaluate the percentage in each subsequent six (6) months

- 5.3 Each Party shall compensate the other for transport and termination of Local Traffic at the reciprocal Local Network Usage rates set forth in Attachment 1 Traffic that originates on either Parties' network and terminates on the other Parties' network via a third party tandem (transit traffic) will be charged at the Local Network usage rates set forth in Attachment 1
- 5.4 The Parties will exchange billing information on a monthly basis CenturyTel will prepare its bill in accordance with its existing CABS billing systems SPCS will prepare its bill in accordance with the now current OBF (CABS BOS) industry standards The Parties will make an effort to conform to current and future OBF (CABS BOS) standards, insofar as is reasonable. In the event that neither Party is capable of measuring, or has access to a measurement of traffic originating on CenturyTel's network, the charge to SPCS for Local Network Usage shall be based upon a mutually agreed upon assumed usage factor

For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon conversation time Conversation time will be determined from actual usage recordings Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision

## 6 BILLING AND PAYMENT OF CHARGES

Nonrecurring charges will be billed upon completion of the work activity for which the charge applies, monthly recurring charges will be billed in advance, and Local Network Usage will be billed in arrears All bills will be due when rendered and will be considered past due 30 calendar days after the bill date, provided the billing party delivers the invoice to the billed Party within 8 calendar days of the bill date. The Parties agree that they will each make a good faith effort to resolve any billing dispute

If any undisputed amount due on the billing is not received by the billing Party by the payment due date, the billing Party may charge, and the billed Party agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum non usurious rate of interest under applicable law Late payment charges shall be included on the next invoice The late payment charge is conditioned upon the billing Party delivering an invoice to the billed Party within 8 calendar days of the billing date

If any portion of an amount due to a billing Party under this Agreement is subject to a bona fide dispute between the Parties, the billed Party shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the billing

Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay when due all undisputed amounts to the billing Party. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.

The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.

## 7 NON-LOCAL TELECOMMUNICATIONS TRAFFIC

The Parties contemplate that they may exchange non-local telecommunications traffic over the interconnection facilities provided for under this Agreement. The originating Party will report to the terminating Party that traffic, if any, which is non-local in nature. Compensation for non-local traffic shall be subject to the appropriate access rates.

When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC. Each party will bill its own access services rates to the IXC pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994. The Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge.

If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either Party's network in an SPCS/CenturyTel MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document.

## 8 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS

Credit allowance for interruption of services provided under this Agreement shall be governed by terms and conditions set forth in CenturyTel's intrastate access tariffs.

9 SERVICE ORDERS

SPCS shall order Interconnection Facilities on a per circuit basis and shall specify at the time the circuit is ordered the date on which SPCS desires that the service be provided. CenturyTel will process such orders in accordance with its normal procedures for the installation of comparable circuits and will advise SPCS whether or not it can meet the service date requested by SPCS and, if not, the date by which service will be provided. If SPCS wishes that the service be provided at an earlier date, CenturyTel will make reasonable efforts to meet SPCS's request on the condition that SPCS agrees to reimburse CenturyTel for all additional costs and expenses, including but not limited to overtime charges, associated with providing service at the earlier date.

10 IMPAIRMENT OF SERVICE

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service")

11 RESOLUTION.

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

12 TROUBLE REPORTING

In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

### 13 TERM AND TERMINATION

- 13.1 This Agreement shall take effect as of the date it is signed by both Parties and have an initial term of one year, unless earlier terminated as provided for in this Agreement, and shall continue in force and effect thereafter, until replaced by another agreement or terminated by either Party upon 30 days written notice to the other.

Notwithstanding a notice of termination, this Agreement shall remain in effect until replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law within 365 calendar days from the date that the notice of termination was received. This Agreement shall terminate on the 366th day after the date that the notice of termination was received if the Agreement has not been superseded by another agreement.

If this agreement is terminated, each Party agrees to disconnect from each other's network.

- 13.2 Notwithstanding 13.1, this Agreement shall be terminated in the event that:

- a) the FCC revokes, cancels, does not renew or otherwise terminates SPCS's authorization to provide CMRS in the area served by CenturyTel, or the Commission revokes, cancels, or otherwise terminates CenturyTel's certification to provide local service,
- b) either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within 60 days of such commencement.

- 13.3 Either Party shall have the right to terminate this Agreement upon written notice to the other Party in the event

- a) a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than 90 days, and the Party does not pay such sums within ten business days of the other Party's demand for payment,

- b) a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty days after the other Party notifies the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach

#### 14 LIABILITY UPON TERMINATION

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination

#### 15. AMENDMENTS

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements

#### 16 ASSIGNMENT

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party

#### 17 AUTHORITY

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement

#### 18 BINDING AFFECT

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties

#### 19 COMPLIANCE WITH LAWS AND REGULATIONS

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement

20 ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein

21 EXPENSES

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement

22 FORCE MAJEURE.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by the other Party, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease

23. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Tennessee as well as the Telecommunications Act of 1996 and other federal laws, and shall be subject to exclusive jurisdiction of the courts and/or regulatory commission of such state, except to the extent that the Telecommunications Act of 1996 and other federal laws provide for federal jurisdiction

24 INDEPENDENT CONTRACTOR RELATIONSHIP

The persons implementing this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and control of



that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

## 25 LIABILITY AND INDEMNITY

### 25.1 Indemnification

Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

### 25.2 End User and Content-Related Claims.

Customer (that Party receiving service from the other Party, i.e., Provider) agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from provision of the services or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users.

### 25.3 Disclaimer.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO

CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE

#### 25 4 Limitation of Liability

Provider's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services or facilities for the time period during which the services or facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use provisioning of services hereunder.

### 26. DISPUTE RESOLUTION

#### 26 1 Alternative to Litigation

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach

#### 26 2 Negotiations

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement The Parties intend that these negotiations be conducted by non-lawyer, business representatives The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit

### 26 3 Arbitration

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in Nashville, Tennessee or in a mutually agreeable alternative city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

### 26 4 Expedited Arbitration Procedures

If the issue to be resolved through the negotiations referenced in Section 26 2 directly and materially affects service to either Party's end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Should such a service-affecting dispute be submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedure rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 56).

## 26 5 Costs

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator.

## 26 6 Continuous Service

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the parties shall continue to perform their obligations (including making payments in accordance with Section 6) in accordance with this Agreement.

## 27 CONFIDENTIAL INFORMATION.

### 27 1 Identification

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure. The following information shall be deemed Confidential Information, whether or not marked as such: orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

### 27 2 Handling

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the Party from whom or from whose representative(s), the Confidential Information is obtained ("Source"),
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement,
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature,

- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the Source,
- (e) To return promptly any copies of such Confidential Information to the Source at its request, and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

### 27.3 Exceptions

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the Source, was received in good faith from a Third Party not subject to a confidential obligation to the Source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the Source and shall reasonably cooperate if the Source deems it necessary to seek protective arrangements

### 27.4 Survival

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information

## 28 NOTICES

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U S mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next business day following the date of transmission. The Party receiving the notice by facsimile will provide written confirmation to the other Party. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section

If to CenturyTel      CenturyTel  
Carrier Relations Southern Region  
Attention Manager, Carrier Relations  
P O Box 4065  
Monroe, LA 71211  
Facsimile # 318-388-9072

If to SPCS      Sprint PCS  
Attention Legal Regulatory Dept  
11th Floor, 4900 Main  
Kansas City, MO 64112  
Telephone # 816-559-2521 Facsimile # 816-559-2591

29      REGULATORY AGENCY CONTROL

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

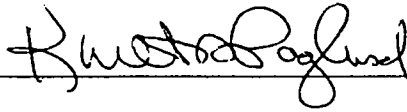
30      SEVERABILITY

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by both Parties

Sprint PCS

By



Name Keith D Paglusch

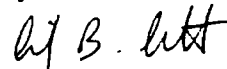
Title Sr Vice President - Operations

Date

3/19/00

CenturyTel

By



Name Carrick B. Inabnett

Title Corporate Manager-Carrier Relations

Date

6/7/00

## Attachment 1 CenturyTel Rates

- 1      Interconnection Facilities                      Appropriate tariff
  
- 2      Traffic Factor  
            Land-to-Mobile                      25  
            Mobile-to-Land                      75
  
- 3      Local Network Usage

### Reciprocal Compensation

Each party agrees to compensate the other for terminating local service area calls originated on its network

End Office Local Call Termination                      \$ 018 per minute of use (interim rates) \*

### Tandem Switching and Transport

CenturyTel may provide tandem switching and transport for a local call originating on SPCS's network and tandem switched by CenturyTel access tandem to another CenturyTel end office. The rates are as follows

Tandem Switching	\$.008562      per minute of use
Tandem Transport	appropriate interstate tariff
Tandem Transport Facility Mileage	appropriate interstate tariff

### Transiting - Local

CenturyTel may provide transiting of local traffic which is tandem switched and transported by CenturyTel on behalf of SPCS to a non-CenturyTel end office that subtends the CenturyTel tandem switch at the following rates

Tandem Switching	\$ 008562      per minute of use
Tandem Transport	appropriate interstate tariff
Tandem Transport Facility Mileage	appropriate interstate tariff

\* Either party can request in writing to negotiate state specific rate based on Company specific cost study or filed tariff rates

- 4      Interconnection arrangement to be determined by SPCS and CenturyTel



**Attachment 2 CenturyTel Tennessee Local Exchange Companies**

CenturyTel of Adamsville, Inc

CenturyTel of Claiborne, Inc

CenturyTel of Ooltewah-Collegedale, Inc

## Amendment

This Amendment to Interconnection Agreement between Sprint Spectrum, L.P. d/b/a Sprint PCS (SPCS) and CenturyTel of Adamsville, Inc.; CenturyTel of Claiborne, Inc.; CenturyTel of Ooltewah-Collegedale, Inc. (CenturyTel) dated June 7, 2000, which became effective upon filing and approval by the Tennessee Regulatory Authority – Telecommunications Division (Agreement), is hereby made to Section 26. "Dispute Resolution," of the Agreement.

Whereas, the Parties wish to delete Sections 26. and replace Section 26 to include provisions for arbitration between the Parties, and

Whereas, the Parties are amenable to said amendment,

Now therefore, SPCS and CenturyTel hereby amend Section 26 to read as follows:

### 26. DISPUTE RESOLUTION

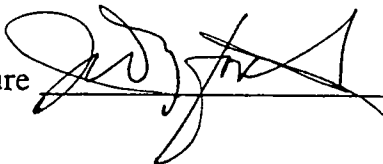
Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to proper implementation of this Agreement, the parties will petition to the applicable state Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by that Public Service Commission concerning this Agreement.

Further, SPCS and CenturyTel hereby agree to delete Section 26. from the original agreement.

Sprint Spectrum, L.P.

CenturyTel of Adamsville, Inc.  
CenturyTel of Claiborne, Inc.  
CenturyTel of Ooltewah-Collegedale, Inc.

Signature



Signature

\_\_\_\_\_

Signed By: Jack Weyforth

Signed By: Carrick Inabnett

Title: Manager, Carrier Interconnection

Title: Corporate Manager

Date

1/9/01

Date

\_\_\_\_\_

000136



BellSouth Interconnection Services  
Room SE3D1  
3535 Colonnade Parkway  
Birmingham, Alabama 35243

205 977-0461  
Fax 205 977-0757

Randy Ham  
Manager - Wireless Interconnection

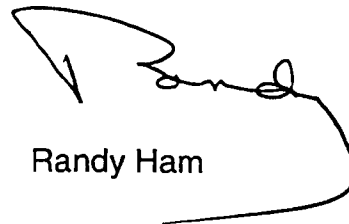
January 11, 1999

Jim Propst  
Sprint PCS  
Mailstop: KSOPAM0101  
11880 College Blvd.  
Overland Park, KS 66210

Dear Jim,

Included are copies of the billing percents for SprintCom, Inc. as we agreed to before Christmas. Based on our conversation, I have used the Alabama Sprint Spectrum billing percents as the model for the SprintCom percents until you have better data - at which time we will revisit and change the percents based on the actual traffic you record. Please call me if you have any questions or if you find any problems with these initial billing percents.

Sincerely,



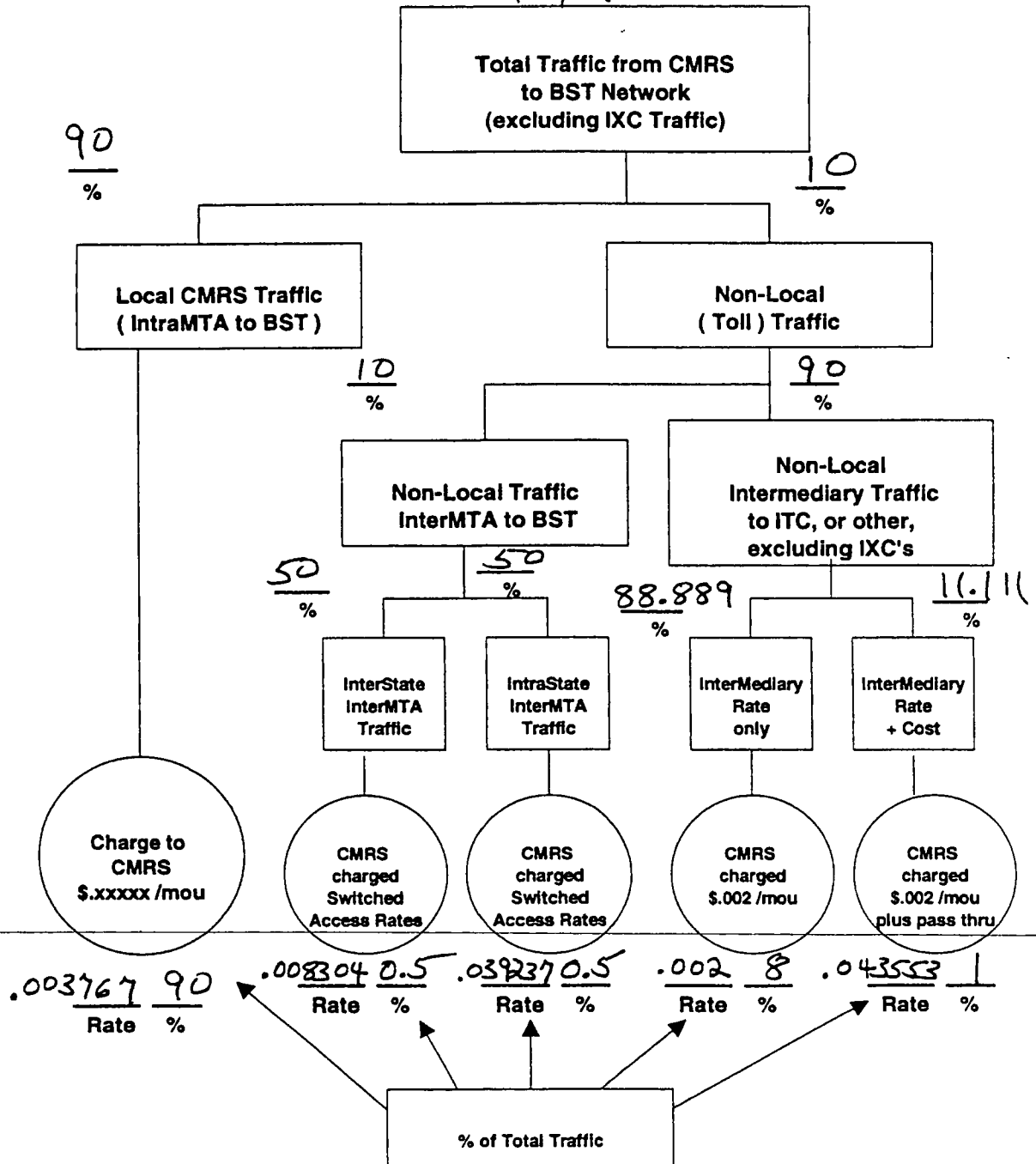
Randy Ham

1/27/99  
COPY TO KEVIN HYATT.  
AS TO MOKCMF0501

000137

# MOBILE ORIGINATED TRAFFIC to BELLSOUTH NETWORK

CARRIER SprintCom, Inc.  
 STATE Tennessee  
 CONTRACT # CMRS 0090  
 Effective 1/1/98



cmrsflow.doc

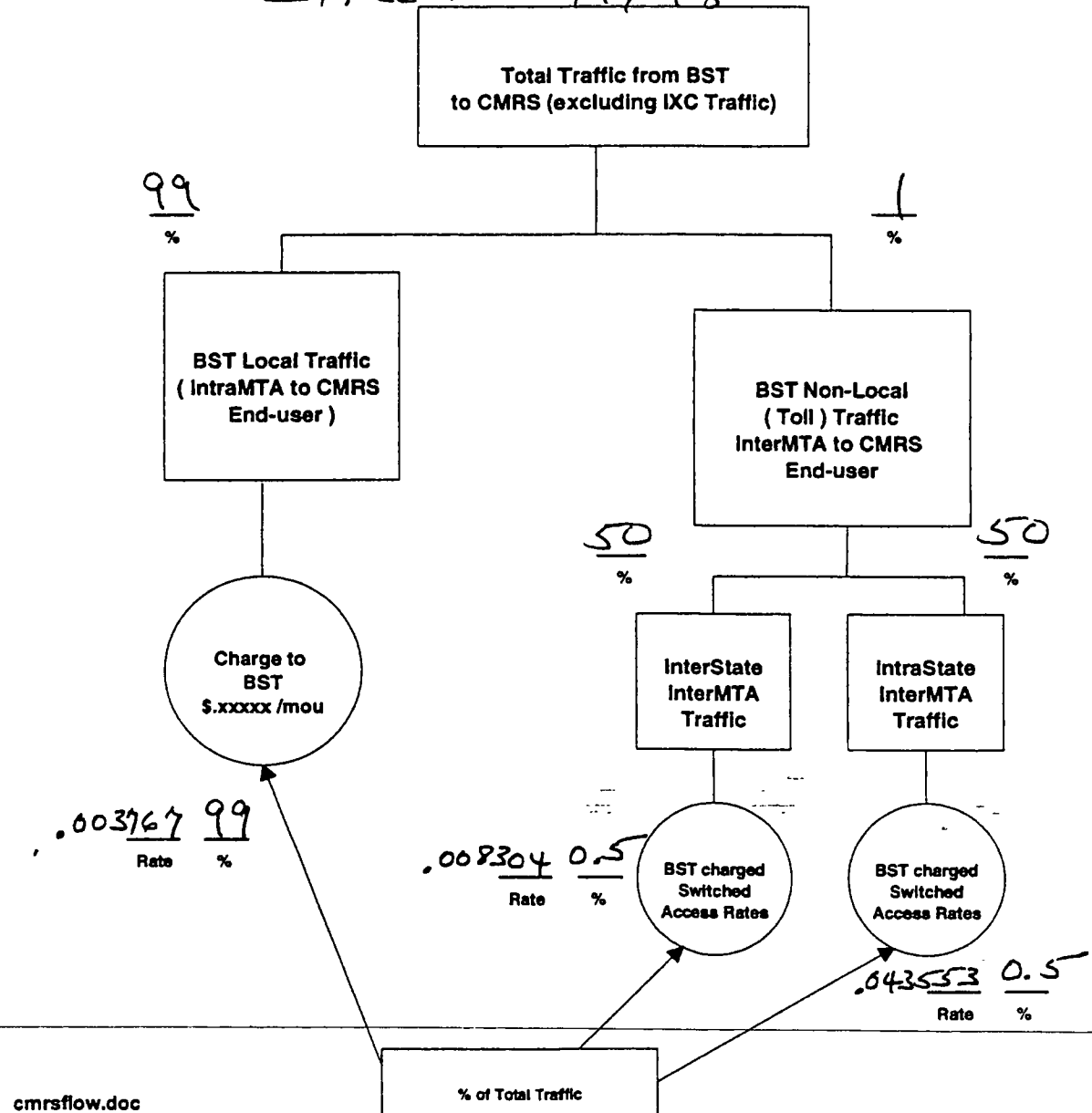
# BELLSOUTH ORIGINATED TRAFFIC to MOBILE (CMRS) NETWORK

CARRIER SprintCom, Inc

STATE Tennessee

CONTRACT # CMRS 0090

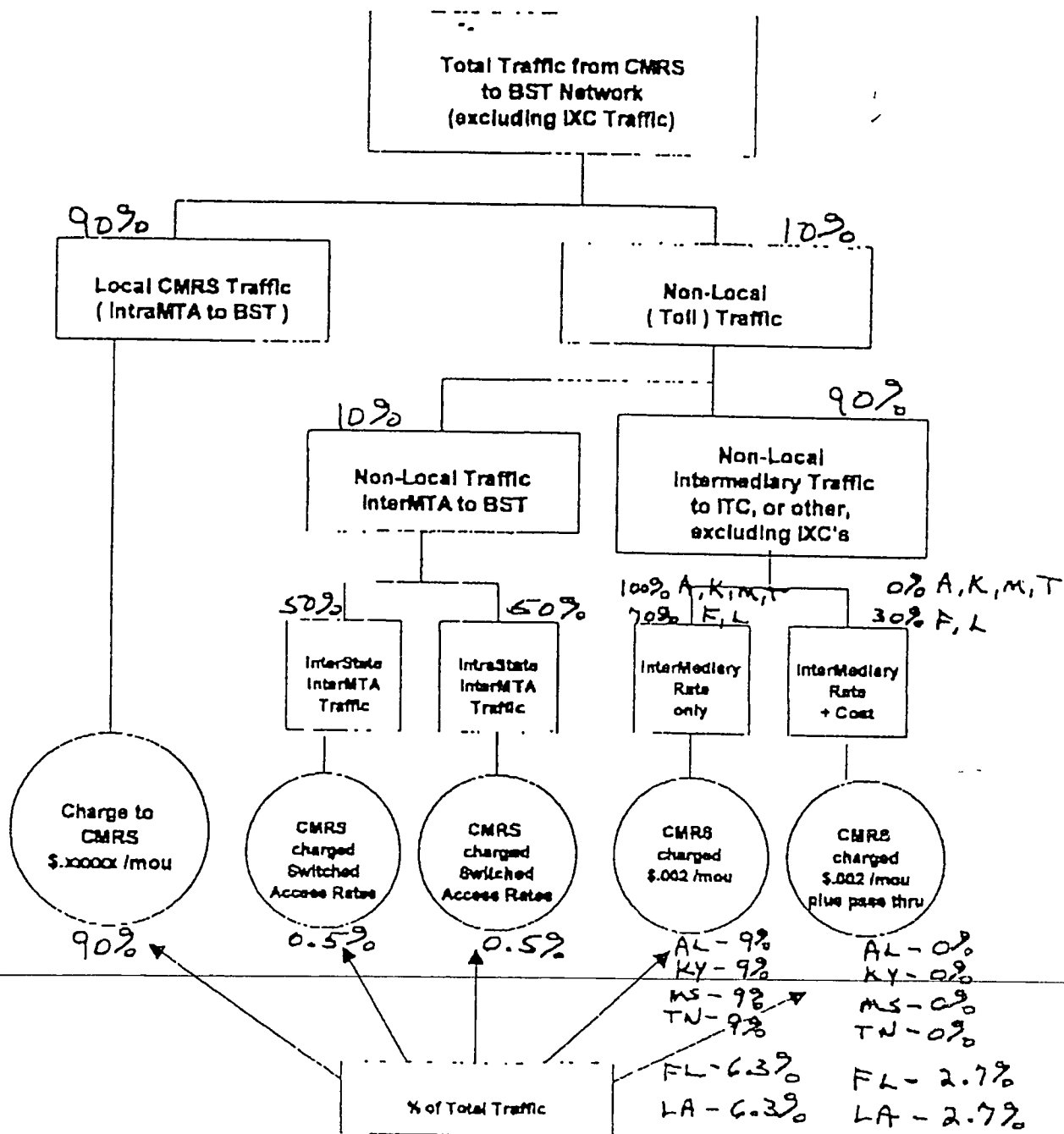
Effective 1/1/98



# MOBILE (ORIG.) TO LAND TRAFFIC

CARRIER Sprint Spectrum

STATE AL, FL, KY, LA, MS, TN



**Pruitt, Bill H [SBS]**

---

**From:** Lonnie.Smith5@bridge.bellsouth.com  
**Sent:** Tuesday, June 27, 2000 8:37 AM  
**To:** bpruit01@sprintspectrum.com; Carl.E.Brackett@bridge.bellsouth.com; cmckee01@sprintspectrum.com; Leah Cooper@BellSouth.COM, R.J Ham@bridge.bellsouth.com  
**Subject:** Conference Call on Records Exchange for Thursday 6-29-00

**Importance:** High



BILL.DOC (49 KB) INFOLIST.DOC (20 KB) MEETPOF.DOC (23 KB)

Charles, Bill & Group

I have arranged for a conference bridge for our use in discussing records exchange (meet point billing). The bridge and conference information is as follows:

**Date:** June 29, 2000  
**Time:** 10:00 Central Time  
**Duration:** 2 hours  
**Bridge Number:** 205-969-4214  
**Access Code** 7366

Material to be used in the conference is attached:

1. Bill Example
2. Support Information Needed
3. Interconnection Agreement Language

Should you have questions please give me a call at 205-995-8201.

Thanks

Lonnie

000141

**Sample BellSouth CABS CMRS Bill**  
**DRAFT**

BILL FACE PAGE EXHIBIT

BILL NO	901 S19-6123 150
INVOICE NO	S196123150-99019
BILL DATE	JAN 19,1999
ACNA MCI	PAGE 1

MCI-ATTN:R STAHL  
SOUTHERN FINANCIAL OPER.  
5TH FLOOR-2 NORTHWIND  
2520 NORTHWIND PARKWAY  
ALPHARETTA, GA 30004

BILLING INQUIRIES CALL (404) 986-2179

FOR TELCO USE:  
ICSC OFC 0005

BELLSOUTH CMRS INTERCONNECTION SERVICE

ONE CHECK

\* \* \* BALANCE DUE INFORMATION \* \* \*

TOTAL AMOUNT OF LAST BILL		338,089.48
PAYMENTS APPLIED - SEE DETAIL		331,962.94CR
ADJUSTMENTS APPLIED - SEE DETAIL		1.00CR
INTERSTATE	1.00CR	
INTRASTATE	0.00	
NON-JURISDICTIONAL	0.00	
LOCAL	0.00	

TOTAL BALANCE DUE - SEE DETAIL . . . . . 6,125.54

\* \* \* DETAIL OF CURRENT CHARGES \* \* \*

TOTAL - ALL STATES

LATE PAYMENT CHARGES		63.37
INTERSTATE	57.86	
INTRASTATE	5.51	
LOCAL	0.00	
OTHER CHARGES AND CREDITS - SEE DETAIL		9,240.93CR
INTERSTATE	9,599.59CR	
INTRASTATE	358.66	
LOCAL	0.00	

TAXES - SEE DETAIL 12 00

TOTAL CURRENT CHARGES \* DUE BY FEB 19 \* . . . . . 378,014 21

-----  
TOTAL AMOUNT DUE 384,140.75  
-----

000142



# Sample BellSouth CABS CMRS Bill

## DRAFT

Interstate Statistics Page - Cellular End Office

BILL NO 904 S04-9999 805  
INVOICE NO S049999805-99124  
BILL DATE MAY 04,1999  
ACNA PCS PAGE 100

\* \* \* \* \* INTERSTATE STATS FOR OFFICE CHPLFLAGCM1 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

FL - EC 5191

ORIGINATING RECORDED MOU MESSAGES AT/MSG MIN/AT FACTORED MOU

ROUTING NOT APPLICABLE - RESIDENT

800 DATABASE QUERIES - 800 DELIVERY - NOT FACTORED

PIU: 84 0 22,414 0

CUSTOMER PROVIDED PIU

FACTORED MSGS: 18,827

TOTAL ORIG 0 22,414 0

000143

# Sample BellSouth CABS CMRS Bill

## DRAFT

Interstate Bill Page - Cellular End Office

BILL NO 904 S04-9999 805  
INVOICE NO S049999805-99124  
BILL DATE MAY 04,1999  
ACNA PCS PAGE 101

\* \* \* \* \* INTERSTATE USAGE FOR OFFICE CHPLFLAGCM1 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

RATE CATEGORY	QUANTITY	RATE	AMOUNT
END OFFICE - FL - EC 5191			
800 ACCESS 10 DIGIT SCREENING			
SERVICE (PER QUERY)			
800 DELIVERY	18,827	0.004210000	79.26
	-----		-----
TOTAL END OFFICE CHARGES - FL - EC 5191 . . . . .			79.26

000144

# Sample BellSouth CABS CMRS Bill

## DRAFT

Intrastate Statistics Page - Cellular End Office

BILL NO	904 S04-9999 805
INVOICE NO	S049999805-99124
BILL DATE	MAY 04,1999
ACNA PCS	PAGE 102

\* \* \* \* \* INTRASTATE STATS FOR OFFICE CHPLFLAGCM1 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

FL - EC 5191

ORIGINATING                      RECORDED MOU              MESSAGES    AT/MSG MIN/AT    FACTORED MOU

ROUTING NOT APPLICABLE - RESIDENT

800 DATABASE QUERIES - 800 DELIVERY - NOT FACTORED

PIU: 84	0	22,414	0
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CUSTOMER PROVIDED PIU

FACTORED MSGS: 3,587

TOTAL ORIG	0	22,414	0
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000145

**Sample BellSouth CABS CMRS Bill**  
**DRAFT**

Intrastate Bill Page - Cellular End Office

BILL NO	904 S04-9999 805
INVOICE NO	S049999805-99124
BILL DATE	MAY 04, 1999
ACNA PCS	PAGE 103

\* \* \* \* \* INTRASTATE USAGE FOR OFFICE CHPLFLAGCM1 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

RATE CATEGORY	QUANTITY	RATE	AMOUNT
END OFFICE - FL - EC 5191			
800 ACCESS 10 DIGIT SCREENING			
SERVICE (PER QUERY)			
800 DELIVERY	3,587	0.004210000	15.10
			-----
TOTAL END OFFICE CHARGES - FL - EC 5191 . . . . .			15.10

\*\*\*\*\*  
TOTAL USAGE CHARGES FOR OFFICE CHPLFLAGCM1 94.36  
\*\*\*\*\*

000146

# Sample BellSouth CABS CMRS Bill

## DRAFT

Interstate Statistics Page – BellSouth End Office

BILL NO 904 S04-9999 805  
INVOICE NO S049999805-99124  
BILL DATE MAY 04,1999  
ACNA PCS PAGE 200

\* \* \* \* \* INTERSTATE STATS FOR OFFICE CHPLFLJADS0 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

FL - EC 5191

TERMINATING	RECORDED MOU	MESSAGES	T/O	FACTORED MOU
-------------	--------------	----------	-----	--------------

ROUTING NOT APPLICABLE - RESIDENT  
NUMBER PORTABILITY QUERIES - LAST RESORT

	0	7,738		0
FACTORED MSGS:	7,738			

TANDEM - RESIDENT

TERMINATING MOU

TERM CELL/MOBILE - TYPE 2 CONNECTION

PIU: 15	10,000	528		1,500
---------	--------	-----	--	-------

CUSTOMER PROVIDED PIU

	-----	-----		-----
TOTAL TERM	10,000	528		1,500

000147

# Sample BellSouth CABS CMRS Bill

## DRAFT

Interstate Bill Page - BellSouth End Office

BILL NO 904 S04-9999 805  
INVOICE NO S049999805-99124  
BILL DATE MAY 04,1999  
ACNA PCS PAGE 201

\* \* \* \* \* INTERSTATE USAGE FOR OFFICE CHPLFLJADS0 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

RATE CATEGORY	QUANTITY	RATE	AMOUNT
CELLULAR - FL - EC 5191			
NUMBER PORTABILITY QUERY			
SERVICE (PER QUERY)			
LAST RESORT	7,738	0.005000000	38.69
MOBILE TO LAND	1,500	0.004230000	6.35
TOTAL CELLULAR CHARGES - FL - EC 5191 . . . . .			33.32
TOTAL INTERSTATE	USG CHGS FOR OFFICE CHPLFLJADS0		33.32

000148

# Sample BellSouth CABS CMRS Bill

## DRAFT

Intrastate Statistics Page - BellSouth End Office - InterMTA State Wide

BILL NO 904 S04-9999 805  
INVOICE NO S049999805-99124  
BILL DATE MAY 04,1999  
ACNA PCS PAGE 202

\* \* \* \* \* INTRASTATE STATS FOR OFFICE CHPLFLJADS0 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

FL - EC 5191

TERMINATING	RECORDED MOU	MESSAGES	T/O	FACTORED MOU
TANDEM - RESIDENT				
TERMINATING MOU				
TERM CELL/MOBILE - TYPE 2 CONNECTION				
PIU: 15 PLU: 75	10,000	528		2,125
CUSTOMER PROVIDED PIU				
	-----	-----		-----
TOTAL TERM	10,000	528		2,125

000149

# Sample BellSouth CABS CMRS Bill

## DRAFT

Intrastate Bill Page - BellSouth End Office

BILL NO 904 S04-9999 805  
INVOICE NO S049999805-99124  
BILL DATE MAY 04,1999  
ACNA PCS PAGE 203

\* \* \* \* \* INTRASTATE USAGE FOR OFFICE CHPLFLJADS0 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

RATE CATEGORY	QUANTITY	RATE	AMOUNT
CELLULAR - FL - EC 5191			
MOBILE TO LAND	2,125	0.00012972	0.28
TOTAL CELLULAR CHARGES - FL - EC 5191 . . . . .			0.28
TOTAL INTRASTATE USG CHGS FOR OFFICE CHPLFLJADS0			0.28

000150



# Sample BellSouth CABS CMRS Bill

## DRAFT

Local Statistics Page - BellSouth End Office - IntraMTA

BILL NO 904 S04-9999 805  
INVOICE NO S049999805-99124  
BILL DATE MAY 04,1999  
ACNA PCS PAGE 6

\* \* \* \* \* LOCAL STATS FOR OFFICE CHPLFLJADS0 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

FL - EC 5191

TERMINATING	RECORDED MOU	MESSAGES	T/O	FACTORED MOU
TANDEM - RESIDENT				
TERMINATING MOU				
TERM CELL/MOBILE - TYPE 2 CONNECTION				
PIU: 15 PLU: 75	10,000	528		6,375
CUSTOMER PROVIDED PIU				
-----				
TOTAL TERM	10,000	528		6,375

000151

# Sample BellSouth CABS CMRS Bill

## DRAFT

Local Bill Page - BellSouth End Office

BILL NO 904 S04-9999 805  
INVOICE NO S049999805-99124  
BILL DATE MAY 04,1999  
ACNA PCS PAGE 6

\* \* \* \* \* LOCAL USAGE FOR OFFICE CHPLFLJADS0 \* \* \* \* \*  
APR 04 99 THRU MAY 03 99

RATE CATEGORY	QUANTITY	RATE	AMOUNT
CELLULAR - FL - EC 5191			
MOBILE TO LAND	6,375	0 00008304	0.53
TOTAL CELLULAR CHARGES - FL - EC 5191 . . . . .			0.53
TOTAL LOCAL		USG CHGS FOR OFFICE CHPLFLJADS0	0.53
*****			
TOTAL USAGE CHARGES FOR OFFICE CHPLFLJADS0			34.13
*****			

000152

# Sample BellSouth CABS CMRS Bill

## DRAFT

Interstate Bill Page - Non-BellSouth End Office

BILL NO	404 S04-0001 001
INVOICE NO	S040001001-99004
BILL DATE	JAN 04,1999
ACNA ATX	PAGE 16

\* \* \* \* \* INTERSTATE USAGE FOR OFFICE FAMTGAXA33A \* \* \* \* \*

\* \* \* MPB MULTIPLE BILLS \* \* \*

RATE CATEGORY	QUANTITY	RATE	AMOUNT
CELLULAR - MOBILE - GA - EC 5192			
INTERMEDIARY			
TERMINATING			
IBC BILL DATE DEC 01 98			
SEP 28 THRU OCT 27			
SEP 28 THRU OCT 04	967	0.002000000	0.83
OCT 05 THRU OCT 15	1,520	0.002000000	1.31
OCT 16 THRU OCT 27	1,658	0.002000000	1.42
OCT 28 THRU NOV 27			
OCT 28 THRU NOV 05	4,656	0.002000000	4.00
NOV 06 THRU NOV 27	11,379	0.002000000	9.77
TOTAL CELLULAR INTERMEDIARY - GA - EC 5192 .			79.87
TOTAL CELLULAR - GA - EC 5192 . . . . .			240.88
TOTAL LOCAL USG CHGS FOR OFFICE FAMTGAXA33A CIC 10288			481 76

000153

# Sample BellSouth CABS CMRS Bill

## DRAFT

BILL NO 901 S19-6123 150  
INVOICE NO S196123150-99019  
BILL DATE JAN 19,1999  
ACNA MCI PAGE 18

\* \* \* DETAIL OF LATE PAYMENT CHARGES \* \* \*

\* \* \* FOR INVOICE BALANCES OVERDUE \* \* \*

LATE PAYMENT RATE INTERSTATE 00000000 SIMPLE INTEREST  
LATE PAYMENT RATE INTRASTATE .00000000 SIMPLE INTEREST  
LATE PAYMENT RATE LOCAL .0005895 SIMPLE INTEREST

AGED BALANCE FORWARD FOR INVOICE N196123150-00000	6,126.54
LESS: DELAYED PAYMENTS	0.00
LESS: TOTAL CREDIT ADJUSTMENTS	0.00
LESS: TOTAL UNRESOLVED DISPUTED AMOUNTS	337.56
LATE PAYMENT CHARGE BASE AMOUNT.	5,788.98

PIU = 95

BASE AMT

FACTOR

LPC

### LOCAL

DEC 19 THRU JAN 19 - 32 DAYS	289.45	.0190374	5.51
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TOTAL INTERSTATE LATE PAYMENT CHARGE FOR INVOICE	0.00
TOTAL INTRASTATE LATE PAYMENT CHARGE FOR INVOICE	0.00
TOTAL LOCAL LATE PAYMENT CHARGE FOR INVOICE	5.51

TOTAL LATE PAYMENT CHARGE FOR INVOICE N196123150-00000.	5.51
---------------------------------------------------------	------

TOTAL INTERSTATE LATE PAYMENT CHARGE.	0.00
TOTAL INTRASTATE LATE PAYMENT CHARGE.	0.00
TOTAL LOCAL LATE PAYMENT CHARGE.	5.51

\*\*\*\*\*  
TOTAL LATE PAYMENT CHARGES. . . . . 5.51  
\*\*\*\*\*

000154

**CMRS MPB  
INFORMATION CHECKLIST**

Information Required	Information Provided
Access Carrier Name Abbreviation (ACNA)	
NPA/NXX / Associated CLLI/ Associated V&H	
Operating Company Number (OCN) – State Specific	
Regional Accounting Office (RAO) Code (Requires a Hosted Code or BST Shared Code)	
Traffic Percentages (PIU/PLU)	
800 PIU	
Billing Interconnection Percentages (BIP)[Default is 95(BST)/5(CMRS)] *	
* CMRS provider must file with NECA to establish BIP other than default.	

000155

## **VII. Records Exchange**

**A.** For purposes of this Agreement, Records Exchange shall mean the exchange of billing data relating to calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Carrier providing all necessary information, BellSouth agrees to participate in Records Exchange for traffic which transits its network when both the originating and terminating parties participate in Records Exchange with BellSouth. Traffic from a network which does not participate in Records Exchange will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Records Exchange network will not be delivered to the originating and/or terminating network. Parties participating in Records Exchange with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Records Exchange includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Regional Accounting Office code (RAO), (3) Operating Company Number (OCN) per state, (4) Percent Interstate Usage, (5) Percent Local Usage, (6) 800 Service Percent Interstate Usage and (7) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier must support exchange of records for all intermediary calls BellSouth delivers from network providers to Carriers' network. This will include messages from IXCs, facility based CLECs, ICOs and CMRSs, etc. Failure to comply with exchange of records, in Mechanized Exchange Carrier Access Billing (MECAB) format, for all network messages transiting BellSouth's network will result in termination of the Records Exchange portion of this agreement.

**B.** When Carrier desires BellSouth to deliver call records associated with intermediary and access traffic which BellSouth terminates to Carriers network, the parties agree to adopt the MECAB guidelines as the terms and conditions for such Records Exchange. Participation in a Records Exchange process requires that both parties are technically capable to support, and in full compliance with, MECAB.

**C.** Records Exchange will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Records Exchange will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability

to record messages and either surrogate or self reporting of messages and minutes of use occur, Records Exchange will not be possible and will not occur.

**D.** In a Records Exchange environment, the parties desiring to participate in Records Exchange with BellSouth, will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

**E.** Participation in Records Exchange is outside the reciprocal compensation requirements of this agreement. Records Exchange under this Section will result in the originating carrier compensating BellSouth at the intermediary rate in Section VI. D of this Agreement for traffic delivered to BellSouth's network which terminates to a third party network.

**F.** Commencement of exchange of records will begin no earlier than sixty days from the later date of, the date the contract is signed or the date that all necessary information as defined in Section VII. A above is provided.

**Pruitt, Bill H [SBS]**

---

**From:** R.J Ham@bridge bellsouth.com  
**Sent:** Wednesday, June 28, 2000 2:58 PM  
**To:** Leah Cooper@bellsouth.com; bpruit01@sprintspectrum.com  
**Cc:** Robert.E James@bridge.bellsouth com, Lonnie.Smith5@bridge.bellsouth com  
**Subject:** New language for MPB



MPB.DOC (23 KB)

Bill,

Our Meet Point Billing team revised the language, please look this over and hopefully we can discuss during the call tomorrow. I did it in redline so you can see the changes.

Randy Ham

000158



## **VII. Meet Point Billing/Records Exchange**

**A.** For purposes of this Agreement, Records Exchange shall mean the exchange of billing data relating to calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Carrier providing all necessary information, BellSouth agrees to participate in Records Exchange for traffic which transits its network when both the originating and terminating parties participate in Records Exchange with BellSouth. Traffic from a network which does not participate in Records Exchange will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Records Exchange network will not be delivered to the originating and/or terminating network. Parties participating in Records Exchange with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed.

Information required for Records Exchange includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Records Exchange environment, including, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Regional Accounting Office code (RAO), (3) Operating Company Number (OCN) per state, (4) Percent Interstate Usage, (5) Percent Local Usage, (6) 800 Service Percent Interstate Usage and (7) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier must support exchange of records for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. BellSouth delivers from network providers to Carriers' network. This includes messages from IXCs, facility based CLECs, IGOs and CMRSs, etc. Failure to comply with exchange of records, in Mechanized Exchange Carrier Access Billing (MECAB) format, for all network messages transiting BellSouth's network will result in termination of the Records Exchange portion of this agreement.

~~**B.** When Carrier desires BellSouth to deliver call records associated with intermediary and access traffic which BellSouth terminates to Carriers network, the parties agree to adopt the MECAB guidelines as the terms and conditions for such Records Exchange. Participation in a Records Exchange process requires that both parties are technically capable to support, and in full compliance with, MECAB.~~

**CB.** Records Exchange will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Records Exchange will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally exchange of records will necessitate both the

originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self reporting of messages and minutes of use occur, Records Exchange will not be possible and will not occur.

**DC.** In a Records Exchange environment, the parties desiring to participate in Records Exchange with BellSouth, will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

**ED.** Participation in Records Exchange is outside the reciprocal compensation requirements of this agreement. Records Exchange under this Section will result in the originating carrier compensating BellSouth at the intermediary rate in Section VI. D of this Agreement for traffic delivered to BellSouth's network which terminates to a third party network.

**F.** Commencement of exchange of records will begin no earlier than sixty days from the later date of, the date the contract is signed or the date that all necessary information as defined in Section VII. A above is provided.

**Pruitt, Bill H [SBS]**

**From:** Lonnie Smith5@bridge.bellsouth.com  
**Sent:** Thursday, July 13, 2000 10:49 AM  
**To:** bpruit01@sprintspectrum.com, cmckee01@sprintspectrum.com  
**Cc:** Leah Cooper@BellSouth.COM; R.J.Ham@bridge.bellsouth.com  
**Subject:** Meet Point Billing Language Update - Interconnection Agreement

**Importance:** High



MPB712.DOC (24  
KB)

Charles and Bill

Attached is an updated version of the language BellSouth proposes for our interconnection agreement relative to Meet Point Billing.

You will find that all references to "records exchange" have been removed and "meet point billing" substituted in its place.

Discussions between your Ordering and Billing forum (OBF) representatives and BellSouth resulted in a determination BellSouth will not need to exchange records with Sprint. BellSouth will forward Sprint PCS billing records for all intermediary traffic which transits its network destined for Sprint and will forward all third party networks records for traffic which originates from Sprint and transits BellSouth's network.

Please review this revision and if possible let us know today if Sprint desires to continue to participate in the MPB trial with BellSouth and if this settles the Meet Point Billing issue in the proposed interconnection agreement.

You may reach me at 205-995-8201 or Leah Cooper at 404-335-0764.

000161

## **VII. Meet Point Billing Records Exchange**

**A.** For purposes of this Agreement, Records Exchange Meet Point Billing, as supported by Mechanized Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Carrier providing all necessary information, BellSouth agrees to participate in Records Exchange Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Records Exchange Meet Point Billing with BellSouth. Traffic from a network which does not participate in Records Exchange Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Records Exchange Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Records Exchange Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO), and Operating Company Number (OCN) per state. The following ~~information is~~ required for billing in a Records Exchange Meet Point Billing environment includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) ~~Regional Accounting Office code (RAO),~~ (3) ~~Operating Company Number (OCN) per state,~~ (4) ~~Percent Interstate Usage,~~ (5) ~~Percent Local Usage,~~ (6) ~~800 Service Percent Interstate Usage or default of 50% and~~ (7) ~~Billing Interconnection Percentage.~~ A default Billing Interconnection Percentage of 95% BellSouth and 5% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier must support exchange of records meet point billing for all intermediary calls BellSouth in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. ~~delivers from network providers to Carriers' network. This will include messages from IXCs, facility based CLECs, ICOs and CMRSs, etc. Failure to comply with exchange of records, in Mechanized Exchange Carrier Access Billing (MECAB) format, for all network messages transiting BellSouth's network will result in termination of the Records Exchange portion of this agreement.~~

**B.** ~~When Carrier desires BellSouth to deliver call records associated with intermediary and access traffic which BellSouth terminates to Carriers network, the parties agree to adopt the MECAB guidelines as the terms and conditions for such Records Exchange. Participation in a Records Exchange process requires that both parties are technically capable to support, and in full compliance with, MECAB.~~

**CB.** Records Exchange Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties

desiring ~~Records Exchange~~Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self reporting of messages and minutes of use occur, ~~Records Exchange~~Meet Point Billing will not be possible and will not occur.

**DC.** In a ~~Records Exchange~~Meet Point Billing environment, the parties desiring to participate in ~~Records Exchange~~Meet Point Billing with BellSouth, will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

**ED.** Participation in ~~Records Exchange~~Meet Point Billing is outside the reciprocal compensation requirements of this agreement. ~~Records Exchange~~Meet Point Billing under this Section will result in the originating carrier compensating BellSouth at the intermediary rate in Section VI. D of this Agreement for traffic delivered to BellSouth's network which terminates to a third party network.

**FE.** Commencement of exchange of records will begin no earlier than sixty days from the later date of, the date the contract is signed or the date that all necessary information as defined in Section VII. A above is provided.

**Pruitt, Bill H [SBS]**

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**From:** Pruitt, Bill  
**Sent:** Thursday, July 13, 2000 2:39 PM  
**To:** 'Lonnie.Smith5@bridge.bellsouth.com'  
**Cc:** Leah.Cooper@BellSouth.COM; R.J.Ham@bridge.bellsouth.com; McKee, Charles  
**Subject:** RE: Meet Pont Billing Language Update - Interconnection Agreement

Lonnie:

We are reviewing the language. Charles is out of the office until tomorrow so we will not be able to give you an answer today. I will call you in the morning and let you know the status. Thanks.

Bill

-----Original Message-----

**From:** Lonnie.Smith5@bridge.bellsouth.com  
[mailto:Lonnie.Smith5@bridge.bellsouth.com]  
**Sent:** Thursday, July 13, 2000 10:49 AM  
**To:** bpruit01@sprintspectrum.com; cmckee01@sprintspectrum.com  
**Cc:** Leah.Cooper@BellSouth.COM; R.J.Ham@bridge.bellsouth.com  
**Subject:** Meet Pont Billing Language Update - Interconnection Agreement  
**Importance:** High

Charles and Bill

Attached is an updated version of the language BellSouth proposes for our interconnection agreement relative to Meet Point Billing.

You will find that all references to "records exchange" have been removed and "meet point billing" substituted in its place.

Discussions between your Ordering and Billing forum (OBF) representatives and BellSouth's resulted in a determination BellSouth will not need to exchange records with Sprint PCS. BellSouth will forward Sprint PCS billing records for all intermediary traffic which transits its network destined for Sprint and will forward all third party networks records for traffic which originates from Sprint and transits BellSouth's network.

Please review this revision and if possible let us know today if Sprint desires to continue to participate in the MPB trial with BellSouth and if this settles the Meet Point Billing issue in the proposed interconnection agreement.

You may reach me at 205-995-8201 or Leah Cooper at 404-335-0764.

000164

## Pruitt, Bill

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**From:** Pruitt, Bill  
**Sent:** Friday, July 14, 2000 11:51 AM  
**To:** 'r.j.ham@bridge.bellsouth.com'  
**Subject:** Discussed Language

**Importance:** High

Randy.

Here is the document where I melded our proposed language into one section. I will send you the "caveat" document shortly. Thanks and take care.



SPRINT PCS  
PROPOSED LANGUAGE d

*Bill*

Bill Pruitt  
Carrier Interconnection Management  
Sprint PCS  
11880 College Blvd #1065  
Overland Park, KS 66210-2035  
Telephone No (913) 315-2755  
PCS Phone No. (913) 488-6028  
Fax No (913) 315-2531  
E-Mail Address bpruit01@sprintspectrum.com

000165

**SPRINT PCS PROPOSED LANGUAGE:**

A. When the parties jointly provide switched access services to an interexchange carrier ("IXC") the parties will establish industry standard Meet Point Billing (MPB) access arrangements to support the exchange of traffic with the IXC. Pursuant to the procedures described in the most current Multiple Exchange Carrier Access Billing ("MECAB") document, the parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The parties agree to provide this data to each other at no charge. Such exchange of data shall commence on the effective date of this Agreement.

B. If the procedures in the MECAB document are amended or modified, the parties shall implement such amended or modified procedures within a reasonable period of time. Each party shall provide the other party the billing name, billing address, and carrier identification ("CIC") of the IXCs that may utilize any portion of either party's network in a MPB arrangement in order to comply with the MPB notification process as outlined in the MECAB document. Each party shall implement "Multiple Bill Alternative Implementation Option One" wherein each party bills the IXC for its portion of the jointly provided switched access services.

C. For intermediary traffic, where Bell South provides a transit function for traffic originating from or terminating to a third party LEC, Bell South agrees to participate in meet point billing when both Sprint PCS and the third party LEC participate in meet point billing with Bell South. Traffic from a third party LEC network that does not participate in meet point billing will be delivered by Bell South, however, call records for traffic originated and/or terminated by this non-meet point billing LEC will not be delivered to the originating and/or terminating network. Parties participating in intermediary traffic meet point billing with Bell South are required to provide information necessary for Bell South to identify the parties to be billed.

D. Meet point billing will be provided for traffic, which transits Bell South's network at the access tandem level only. Parties desiring meet point billing will subscribe to access tandem level interconnections with BellSouth and will deliver all intermediary transit traffic and jointly provided switched access traffic to BellSouth over such access tandem level interconnections. Additionally exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self reporting of messages and minutes of use occur, Records Exchange will not be possible and will not occur.

E. In a meet point billing environment, the parties desiring to participate in Records Exchange with BellSouth, will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and other appropriate charges) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

F. Participation in meet point billing for intermediary traffic with third party LECs and for jointly provided switched access fall outside the reciprocal compensation requirements of this agreement. Meet point billing for intermediary traffic with third party LECs under this Section will result in the originating carrier compensating BellSouth at the intermediary rate in Section VI. D of this Agreement for traffic delivered to BellSouth's network that terminates to a third party network.

G. Commencement of exchange of records will begin no earlier than sixty days from the later date of, the date the Agreement is signed or the date that all necessary information as defined in Section VII. A above is provided. The date the Parties begin the exchange of records process will be the date that the



percentages in Section VI.D of this Agreement will no longer be applied to determine what percentage of the non-local traffic delivered by Bell South to Carrier shall be subject to Non-Local Intermediary charges.

000167

## Pruitt, Bill

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**From:** Pruitt, Bill  
**Sent:** Friday, July 14, 2000 2:16 PM  
**To:** 'r.j.ham@bridge.bellsouth.com'  
**Cc:** McKee, Charles  
**Subject:** RE: Discussed Language

**Importance:** High

Randy. Here is the "caveat" proposed language we discussed. I simply "accepted" Lonnie's previous language and then inserted our proposed changes. Thanks.



MPB714.DOC

Bill

-----Original Message-----

**From:** Pruitt, Bill  
**Sent:** Friday, July 14, 2000 11:51 AM  
**To:** 'r.j.ham@bridge.bellsouth.com'  
**Subject:** Discussed Language  
**Importance:** High

Randy

Here is the document where I melded our proposed language into one section. I will send you the "caveat" document shortly. Thanks and take care.

<< File: SPRINT PCS PROPOSED LANGUAGE.doc >>

*Bill*

Bill Pruitt  
Carrier Interconnection Management  
Sprint PCS  
11880 College Blvd #1065  
Overland Park, KS 66210-2035  
Telephone No (913) 315-2755  
PCS Phone No (913) 488-6028  
Fax No (913) 315-2531  
E-Mail Address bpruit01@sprintspectrum.com

000168

## VII. Meet Point Billing

A. For purposes of this Agreement, Meet Point Billing, as supported by Mechanized Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier, including jointly provided switched access traffic and traffic exchanged with third party Local Exchange Carriers (LECs). Subject to Carrier providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Delivery of switched access traffic to Bell South or receipt of switched access traffic from Bell South constitutes participation in Meet Point Billing by an IXC. The Parties acknowledge that IXCs may not exchange paper or electronic records but they do participate in Meet Point Billing for purposes of this Agreement. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is generally required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50% and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier has no obligation to provide the required information if it does not provide the services for which the information would normally be required. Carrier must support meet point billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. The parties acknowledge, however, that the exchange of 1150 records will only be required for IXC traffic.

B. Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability

to record messages and either surrogate or self reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. The parties will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

C. In a Meet Point Billing environment, when a party actually uses a service provided by Bell South and is responsible for the associated charges, and that party desires ~~the parties desiring to participate in Meet Point Billing with BellSouth, that party~~ will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

D. Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing for transit traffic with third party LECS under this Section will result in Carrier ~~the originating carrier~~ compensating BellSouth at the intermediary rate in Section VI. D of this Agreement for traffic delivered to BellSouth's network which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines

E. Commencement of exchange of records will begin no earlier than sixty days from the later date of, the date the contract is signed or the date that all necessary information as defined in Section VII. A above is provided. The date the Parties begin the exchange of records process will be the date that the percentages in Section VI.D of this Agreement will no longer be applied to determine what percentage of the non-local traffic delivered by Bell South to Carrier shall be subject to Non-Local Intermediary charges

## Pruitt, Bill H [SBS]

---

**From:** Lonnie.Smith5@bridge.bellsouth.com  
**Sent:** Tuesday, July 18, 2000 9.06 AM  
**To:** bpruit01@sprintspectrum.com  
**Cc:** Carl.E.Brackett@bridge.bellsouth.com; cmckee01@sprintspectrum.com;  
Leah.Cooper@BellSouth.COM; R.J.Ham@bridge.bellsouth.com  
**Subject:** Meet Pont Billing - Trial Participation and Interconnection Agreement Language  
**Importance:** High



MPB715 DOC (25  
KB)

Bill

Based on the conversation you, Randy, and I had on Friday July 14, 2000 I have made changes to the revised interconnection agreement wording you provided. The base document is the one provided by BellSouth and which you had updated to distinguish meet point billing actions for jointly provided switched access and other intermediary traffic which transits BellSouth's network destined for or originating from Sprint PCS's network.

I am providing BellSouth's final attempt to reach an agreement on this language.

I need Sprint's position on the language and on your commitment to participate in the implementation trial of the process BellSouth developed, at Sprint's request, to provide meet point billing. We are at the order issuance stage of the implementation trial and must know today if Sprint will participate. If you elect not to participate BellSouth must secure another CMRS provider to participate as an implementation trial partner.

Bill, I hope Sprint continues with the trial but I have reached a timeline milestone which necessitates a decision on your part.

In anticipation of a positive answer I am proceeding as though Sprint is committed but I need an affirmative answer.

Thanks

Lonnie

000171

## VII. Meet Point Billing

A. For purposes of this Agreement, Meet Point Billing, as supported by Mechanized Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to to jointly provided switched access calls and calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier, including jointly provided switched access traffic and traffic exchanged with third party Local Exchange Carriers (LECs). Subject to Carrier providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Delivery of switched access traffic to Bell South or receipt of switched access traffic from Bell South constitutes participation in Meet Point Billing by an IXC. The Parties acknowledge that IXCs may not exchange paper or electronic records but they do participate in Meet Point Billing for purposes of this Agreement. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is generally required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50% and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier has no obligation to provide the required information if it does not provide the services for which the information would normally be required. Carrier must support meet point billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. The parties acknowledge, however, that the exchange of 1150 records will only not be required for IXC traffic

B. Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to Bell South over such access tandem level interconnections. Additionally exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When

the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. The parties will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

C. In a Meet Point Billing environment, when a party actually uses a service provided by Bell South and is responsible for the associated charges, and that said party desires the parties desiring to participate in Meet Point Billing with BellSouth, that said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

D. Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in VII.A. above, for transit traffic with third party LECS under this Section will result in Carrier the originating carrier compensating BellSouth at the intermediary rate in Section VI. D of this Agreement for traffic delivered to BellSouth's network which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines

E. Commencement of exchange of records will begin no earlier than sixty days from the later date of, the date the contract is signed or the date that all necessary information as defined in Section VII. A above is provided. The date the Parties begin the exchange of records process will be the date that the percentages in Section VI D of this Agreement will no longer be applied to determine what percentage of the non-local traffic delivered by Bell South to Carrier shall be subject to Non-Local Intermediary charges.

**Pruitt, Bill H [SBS]**

---

**From:** Lonnie Smith5@bridge bellsouth com  
**Sent:** Wednesday, July 19, 2000 9:25 AM  
**To:** bpruit01@sprintspectrum com  
**Cc:** Carl.E Brackett@bridge bellsouth.com, cmckee01@sprintspectrum com; Cooper\_Leah\_G/m3\_mail3a@90.11 245.62, R.J Ham@bridge.bellsouth.com; Lonnie.Smith5@bridge bellsouth.com  
**Subject:** Language Agreement  
  
**Importance:** High  
**Sensitivity:** Confidential



MPB719.DOC (26 KB)

Bill

Thanks for your timely response. BellSouth is very pleased that we were able to work through the issues associated with this portion of the interconnection agreement and that Sprint will participate in the MPB System implementation test.

I have corrected the MECAB acronym definition to reflect "Multiple" instead of "Mechanized" as you pointed out. You have stated the correct understanding of BST's approach to billing for 800 data base queries, to the best of my knowledge. I want to assure you that BST will provide the proper 1101XX EMI record to Sprint so as to allow you to bill the IXC for the 800 data base query should you so decide.

Based on your agreement I am attaching the final version of the Interconnection Agreement language, which reflects the MECAB acronym definition correction you suggested. Randy will incorporate this into the proposed interconnection agreement and forward to you for the appropriate action.

Based on your approval of the agreement language I understand that this signifies your desire to move forward as a trial partner in the MPB implementation effort. Am I correct?

Thanks

Lonnie

> July 18, 2000

>

> Randy:

> Lonnie:

>

> As you know, Sprint PCS has concerns about the 800 portions of the  
> proposed language. The Bell South 800 tariffs are written assuming an  
> IXC is the customer. They also require an IXC to decide which of the  
> various routing options they will utilize. Page 6-178.1 of the Bell  
> South Interstate Access Tariff lists four separate query charges  
> depending on the option. In addition, when any end user customer  
> (whether landline or CMRS) dials an 800 number and a database query is  
> performed to determine the IXC owner of the 800 number, the end user  
> becomes the customer of the IXC. To bill the originating party for  
> the query just appears to us to be fundamentally wrong. The bottom  
> line is that we are still not comfortable with the language.

>

> In any case, we will accept at face value your assertion that you are  
> billing the originating party the database query charges and not the  
> IXC owner of the 800 numbers even though no other LEC in the country

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> bills the originating party. We assume this means that you are  
> billing CLECs, ICOs, Bell South Local and other originating parties  
> for the query charges associated with 800 traffic. We also assume  
> that this means that the records exchange process will provide the  
> originating party the detail required to bill the IXC 800 number owner the query  
charges.

>  
> With your assertion to these statements, Sprint PCS accepts the  
> language submitted to us earlier today with one minor modification.  
> The MECAB acronym stands for "Multiple Exchange Carrier Access  
> Billing" not "Mechanized Exchange Carrier Access Billing". Please  
> call me if you have any questions. Thanks and take care.

>  
> Bill  
> Bill Pruitt  
> Carrier Interconnection Management  
> Sprint PCS  
> 11880 College Blvd. #1065  
> Overland Park, KS 66210-2035  
> Telephone No.: (913) 315-2755  
> PCS Phone No.: (913) 488-6028  
> Fax No.: (913) 315-2531  
> E-Mail Address: bpruit01@sprintspectrum.com  
>  
>

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## **VII. Meet Point Billing**

**A.** For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Carrier providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50% and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Carrier will be used if Carrier does not file with NECA to establish a Billing Interconnection Percentage other than default. Carrier must support meet point billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. The parties acknowledge that the exchange of 1150 records will not be required.

**B.** Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to Bell South over such access tandem level interconnections. Additionally exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. The parties will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

**C.** In a Meet Point Billing environment, when a party actually uses a service provided by Bell South, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges,

as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Carrier desire to avoid such charges Carrier may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

**D.** Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in VII.A. above, under this Section will result in Carrier compensating BellSouth at the intermediary rate in Section VI. D of this Agreement for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines

**E.** Commencement of exchange of records will begin no earlier than sixty days from the later date of, the date the contract is signed or the date that all necessary information as defined in Section VII. A above is provided. The date the Parties begin the exchange of records process will be the date that the percentages in Section VI.D of this Agreement will no longer be applied to determine what percentage of the non-local traffic delivered by Bell South to Carrier shall be subject to Non-Local Intermediary charges.

**Pruitt, Bill H [SBS]**

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**From:** Lonnie Smith [lonnies@mindspring.com]  
**Sent:** Friday, August 04, 2000 11:18 AM  
**To:** Tammen, Julie  
**Cc:** Frederes, Christina; Canfield, Derek; Pruitt, Bill  
**Subject:** RE: Network Manager List

Julie

Thanks for your assistance

Lonnie

-----Original Message-----

**From:** Tammen, Julie [mailto:JTamme01@sprintspectrum.com]  
**Sent:** Friday, August 04, 2000 10:58 AM  
**To:** 'Lonnie Smith'  
**Cc:** Frederes, Christina; Canfield, Derek; Pruitt, Bill  
**Subject:** RE: Network Manager List

Lonnie-

I've attached a spreadsheet that has all of SPCS's State OCNs and NPA-NXXs. This information has already been provided to Bell South's Meet Point Billing contact. Any new NPA-NXXs acquired are also provided to Bell South on a monthly basis. Going forward, this information can be obtained internally at Bell South.

Your summarization below of how SPCS loads it's NPA-NXXs and it's affiliates NPA-NXXs in the LERG and NECA are correct. There still may be some NPA-NXXs listed with the affiliate's OCN and SPCS national OCN listed as the AOCN. These are ours and should be captured as a part of the Meet Point Billing Process. The reason this may be the case is that SPCS just implemented an internal process where our affiliates are listed in the LERG with our state OCN listed as the OCN and our national OCN listed as the AOCN. Our Telephone Number Administration Group is still in the process of updating the LERG to reflect this.

Please let me know if you have any questions.

Thanks,  
Julie

Julie Tammen  
Finance - Access Billing  
(816) 854-6848

-----Original Message-----

**From:** Lonnie Smith [mailto:lonnies@mindspring.com]  
**Sent:** Thursday, August 03, 2000 5:29 PM  
**To:** jtamme01@sprintspectrum.com  
**Subject:** Network Manager List

Julie

Attached is the Network Manager list that Bill provided to me yesterday. If you can provide me with the list of OCN/NXXs for Sprint and each of these affiliates I would be most appreciative.

Based on our discussion I understand that all NXXs belonging to an Affiliate that are used for Sprint should be indicated in LERG 6 by the following:

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OCN= Sprint State OCN  
AOCN = 6664

On all of your personal NXXs they will appear in LERG 6 as  
OCN = 6664  
AOCN = 6664

In NECA both your NXXs and those of the Affiliates which are used by Sprint will appear under the Sprint State Specific OCN.

Thanks

Lonnie

000179

**Pruitt, Bill H [SBS]**

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**From:** Tammen, Julie  
**Sent:** Monday, August 07, 2000 10 47 AM  
**To:** 'Lonnie Smith', Tammen, Julie  
**Cc:** carl.Brackett@bridge.bellsouth.com, debby.kurtz@bridge.bellsouth.com; Frederes, Christina; Canfield, Derek, Pruitt, Bill  
**Subject:** RE: Additional assistance

Lonnie-

Here is an explanation for the 1st set of NPA-NXXs (601-400, 601-880, 601-918) you have a question on:

These NPA-NXXs are listed in LERG 6 as follows:

OCN: 8574

AOCN: 6664

They are our NPA-NXXs, not Hyperion's. The CLLI code associated with these NPA-NXXs subtends a Bell South tandem (this information can also be found in the LERG); therefore, these NPA-NXXs should be captured as a part of the meet point billing process.

Here is an explanation for the 2nd set of NPA-NXXs (904-235, 904-314, 904-453, 904-589) you have a question on:

These NPA-NXXs are listed in LERG 6 as follows:

OCN: 6664

AOCN: 6664

Switch: DYBHFLCSBMD (Not DYBHFLCSWA2 as you indicated in your email; I'm not sure where this CLLI code came from because it is not listed in the LERG)

Once again, the CLLI code associated with these NPA-NXXs subtends a Bell South tandem (this information can be found in the LERG); therefore, these NPA-NXXs should be captured as a part of the meet point billing process.

Per the interconnection agreement between SPCS and Bell South, all routing information is to be obtained from the LERG, and each company is responsible for updating its own information into the LERG. SPCS has also explained to Bell South how our information is listed in the LERG, including how our affiliates' information can be found. Any further questions Bell South may have with regards to a particular NPA-NXX(s) and its route should be looked up in the LERG.

Thanks,  
Julie

Julie Tammen  
Finance - Access Billing  
(816) 854-6848

-----Original Message-----

From: Lonnie Smith [mailto:lonnies@mindspring.com]  
Sent: Monday, August 07, 2000 7:18 AM  
To: Julie Tammen  
Cc: carl.Brackett@bridge.bellsouth.com; debby.kurtz@bridge.bellsouth.com  
Subject: Additional assistance

Julie

Once again I am imposing on you due to a lack of knowledge as to who to contact.

NXX Codes 601-400 / 601-880 / 601-918 are terminated to a trunk group CLLI of Hyperion  
Can you tell me who this is? Can you verify that this CLLI is for a CMRS provider, who is

000180

a Agent of Sprint PCS, or that this is a Sprint  
PCS POI in BST's service area? All interconnection trunk groups and CLLIs  
must, per the interconnection agreement, belong to Sprint PCS, be within the LATA and  
within BST's service area.

NXX Codes 904235, 904314, 904453, & 904589 have a CLLI code of DYBHFLCSWA2 , however the  
trunk group CLLI they are associated with shows Sprint United Telco. Under the  
interconnection agreement the service must terminate to a Sprint PCS interconnection point  
within the LATA and within BST's service area. We cannot under contract provide service  
to an independent Telco. Please help me with this and lets figure out how to get this  
service to a Sprint PCS CLLI.

Thanks

Lonnie

000181

**Pruitt, Bill H [SBS]**

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**From:** Lonnie Smith5@bridge bellsouth.com  
**Sent:** Thursday, August 10, 2000 1.29 PM  
**To:** bpruit01@sprintspectrum.com  
**Cc:** R.J.Ham@bridge.bellsouth.com  
**Subject:** MPB - Dual Bills

Bill

As we continue to test the MPB software we developed, issues evolve that need to be addressed.

Our design is focused on delivery of EMI records to Sprint or other CMRS providers who may desire such service. In this design usage billing is moved from the BellSouth CRIS billing system to the BellSouth CABS billing system. This movement places BellSouth in the position of providing our CMRS clients with usage bills in an "Access Bill Format", a move that has been desired by our clients for some time.

An access formatted bill, as you know provides usage detail based on the end office to which the usage is terminated. Billing is provided at the LATA level.

One of the drivers of our ability to provide CMRS MPB is the OCN assigned to the CMRS provider subscribing to MPB. We utilize this identifier to establish the CMRS Providers bill. We have learned recently, from Sprint, that you have Network Managers who provide some of your network service and who currently have trunks, facilities and usage accounts billed to them directly, not to Sprint. We have also learned that you desire BST to continue to bill these individuals directly once MPB is activated and at the same time send the EMI records to Sprint.

During testing of our MPB software we have determined we can send the EMI records as desired. However we cannot create two bills, one to Sprint and one to the Network Manager, in the same LATA. The only way we could do this is to utilize the Sprint OCN for bills to Sprint and the Network Managers OCN for bills to them. This is not a manageable situation as we would never be able to determine which accounts/NXXs to put on which account.

In addition to this we have situations where your Network Managers also have service with BST in the same LATA in which they act as a Network manager for you. In these cases if we were to assign the Network Managers OCN then we would mix both the Sprint and Network Managers usage on the same bill to the Network Manager. Additionally we would then have to enter into a MPB interconnection arrangement with the Network Manager.

Bill the short version of this is that in a MPB arrangement we can only send one bill in a LATA. An example of this situation is Charleston in LATA 422; both Sprint and Airgate operate in this LATA. I can send a bill to only one of you.

I'll give you a call to see who we need to get on a conference to discuss this and how we proceed to fix this glitch.

Thanks

Lonnie

000182



**Pruitt, Bill H [SBS]**

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**From:** Lonnie.Smith5@bridge.bellsouth.com  
**Sent:** Sunday, August 13, 2000 1:46 PM  
**To:** bpruit01@sprintspectrum.com  
**Cc:** R.J.Ham@bridge.bellsouth.com  
**Subject:** MPB Dual Bill - Follow Up To Thursday Message

**Importance:** High

Bill

Just a follow-up to my message of this past Thursday on our inability to support dual bills.

I understand from our conversation you have referred this to Derek Canfield who will interact with Sprints affiliate group.

Due to the criticality of Sprints response, we have had to suspend our efforts to deploy our MPB solution. While we have deployed the software to allow MPB we cannot move forward with conversion of all impacted IXC, CLEC, and ICO accounts until we bring this issue to closure. We have also suspended our efforts to establish Sprint MPB Usage accounts until we have your response.

I would greatly appreciate a response on Monday 8-14 if at all possible.

Thanks

Lonnie

000183

**Pruitt, Bill H [SBS]**

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**From:** Pruitt, Bill  
**Sent:** Monday, August 14, 2000 8:49 AM  
**To:** 'wayne sellers4@bridge.bellsouth.com'  
**Cc:** 'cbrackett@bellsouthips.com'  
**Subject:** FW: MPB Dual Bill - Follow Up To Thursday Message

**Importance:** High

Wayne:

Here is the e-mail that Jack Weyforth discussed with you this morning. Please call me if you have any questions.

Bill

-----Original Message-----

**From:** Lonnie.Smith5@bridge.bellsouth.com  
[mailto:Lonnie.Smith5@bridge.bellsouth.com]  
**Sent:** Sunday, August 13, 2000 1:46 PM  
**To:** bpruit01@sprintspectrum.com  
**Cc:** R.J.Ham@bridge.bellsouth.com  
**Subject:** MPB Dual Bill - Follow Up To Thursday Message  
**Importance:** High

Bill

Just a follow-up to my message of this past Thursday on our inability to support dual bills.

I understand from our conversation you have referred this to Derek Canfield who will interact with Sprints affiliate group.

Due to the criticality of Sprints response, we have had to suspend our efforts to deploy our MPB solution. While we have deployed the software to allow MPB we cannot move forward with conversion of all impacted IXC, CLEC, and ICO accounts until we bring this issue to closure. We have also suspended our efforts to establish Sprint MPB Usage accounts until we have your response.

I would greatly appreciate a response on Monday 8-14 if at all possible.

Thanks

Lonnie

000184

**Pruitt, Bill H [SBS]**

---

**From:** Carl.E.Brickett@bridge.bellsouth.com  
**Sent:** Friday, September 01, 2000 12:46 PM  
**To:** bpruit01@sprintspectrum.com  
**Cc:** cmckee01@sprintspectrum.com; R.J.Ham@bridge.bellsouth.com; jweyfo01@sprintspectrum.com; Wayne.Sellers4@bridge.bellsouth.com  
**Subject:** 2A to 2B conversion

Bill,

I will be available anytime on Tuesday to address your questions. If I am not at my desk please call my PCS 404-964-3371 to let me know you are ready.

From a personal perspective, I agree we should be able to measure all traffic. I don't have an official company response on why we don't but I would think cost would be a significant factor. I would think that equipping every end office for Type 2B usage measurements would cost millions and take years to recover. As an example, in TN if you used one trunk 24x7 for 30 days (43,200 minutes at \$.0019), your cost would be about \$82.00. The cost would be slightly higher in some states and less in others. I will get an official response on why we do not measure and if we have plans to measure. I took the liberty of sending your e-mail to our rate and tariff organization for assistance with your specific questions.

As we discussed, today BellSouth cannot measure the usage on the Type 2B trunks. We have a surrogate rate per DS0 that can be billed or Sprint PCS can self report the usage. From my perspective it would be less expensive for SPCS to self report the usage but we will do it either way. The usage can be actual minutes or an average or whatever SPCS wants it to be. We have provided a self reporting usage form to John Halpin and I will send you a copy today.

It is my understanding that NXXs will not be pointed to these trunks so all traffic will be mobile to land. I also understand the interconnect agreement provides a rate for Type 2B usage.

AL: \$.0017  
FL: .0020  
GA: .0016  
KY: .002562  
LA: .001599  
MS: .0026  
NC: .0040  
SC: .00221  
TN: .0019

This rate will be applied on the minutes you provide via the self reporting usage form. I've discussed this with Suyapa Paz-Irwin and I think the usage is readily available.

Bill, this process is used through out the BellSouth operating area for all customers ordering Type 2B trunks. We have many customers that use this type service. It is my understanding that most if not all self report the usage.

I noticed Mr. McKee was cc'd on this e-mail. At this time I am not going to involve our legal group. The account team will be the only participants on the call. I appreciate your involvement with this issue and hope we can quickly resolve any of your concerns.

Carl Brackett, Account Manager  
BellSouth Interconnection Services  
Office: 770 454.2975  
FAX: 678.277 2498  
Pager: 800.862.0399, PIN. 17086527  
Ipager: cbrackett@bellsouthips.com

000185

=>Carl:

=>

=>I would like to have a conference call concerning the 2A to 2B conversion =>and the associated billing on Tuesday next week. I am available all day. =>Are you available? =>=>We are having several internal meetings late next week and I want to ensure =>that the information I am passing on is correct. =>=>As you are well aware, I am getting a lot of flack over this issue because: =>

=> 1. The concept of Bell South end office switches not being =>able to record terminating traffic is hard to understand. The obvious =>questions are a) aren't any other interconnectors doing direct end office =>trunking?, b) aren't Bell South switches making terminating recordings for =>direct end office trunked terminating switched access?, c) does Bell South =>have any plans to upgrade their switches so that basic terminating records =>can be produced? =>

=> 2. The Interconnection Agreement clearly does not prohibit =>conversion to 2B trunks nor does it prescribe any limitations on Sprint =>PCS's ability to migrate to 2B trunks.

=>

=> 3. The Interconnection Agreement does not provide for alternate =>pricing scenarios for 2B service.

=>

=> 4. What usage information is Bell South looking for =>specifically? Is Bell South looking for an M-to-L average that can be used =>for any 2B trunk or must it be location specific? Is Bell South looking for =>an actual number to be provided based on the previous month's M-to-L =>numbers? How is the usage information to be provided to Bell South (i.e., =>paper record, electronically, other format)? =>=>Please let me know if you are available on Tuesday. If not, just let me =>know when you are available and I will try to adjust. Thanks for your help! =>=>

=>Bill

=>Bill Pruitt

=>Carrier Interconnection Management

=>Sprint PCS

=>11880 College Blvd. #1065

=>Overland Park, KS 66210-2035

=>Telephone No.: (913) 315-2755

=>PCS Phone No.: (913) 488-6028

=>Fax No.: (913) 315-2531

=>E-Mail Address: bpruit01@sprintspectrum.com

=>

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000186

**Pruitt, Bill H [SBS]**

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**From:** Carl.E.Brackett@bridge.bellsouth.com  
**Sent:** Friday, September 08, 2000 5:24 PM  
**To:** bpruit01@sprintspectrum.com, jweyfo01@sprintspectrum.com  
**Cc:** R.J.Ham@bridge.bellsouth.com; Lonnie.Smith5@bridge.bellsouth.com  
**Subject:** Sprint PCS/BellSouth Meetings

Jack,

I will be in Kansas City on the 19th through the 21st. I may need to extend my stay until the 22nd. I have meetings scheduled with Jim Propst, Bill Pruitt, Felicity Finnerty, Suyapa Paz-Irwin. I have a couple of meetings that I need to confirm.

Regarding the meeting with Lonnie Smith, Randy Ham and your group: Bill is going to send me issues that he wants us to cover. Lonnie has provided some issues that he would like to discuss. It may be necessary to involve TNA and Net Design on the solution. Jack, will you invite Sue Richter to the meeting? She was our original contact regarding MPB.

Issues/Agenda Topics:

1. Lonnie will want to provide an overview of the meet point billing process. I'm sure your questions will lead us into that discussion.
2. Trunk groups and CLLI for NXXs terminating to a CLLI in Ocala must move to a POI and CLLI in BSTs service area. LERG must be updated to reflect the new CLLI.
3. Two OCNs and associated NXXs terminating to the same CLLI in Jackson Mississippi must be changed to have a single OCN going to a specific CLLI.
4. The need for Screening Telephone Numbers from their dedicated NXXs for the 19 trunk groups Debby Kurtz has provide to the sales team so we can identify the traffic as MPB..
5. Making sure when Sprint bills the originating carrier under MPB that hey bill in the name of Sprint so the OCN name will match what is in the NECA tariff.

It is my understanding that items 2-5 have been discussed with various individuals at SPCS. Most of these need to be resolved prior to our meeting on the 20th. I will check with Lonnie to determine who is working on each issue.

Please call me if you have any questions. See you on the 20th.

Carl

000187

**Chiarelli, Joe M [PCS]**

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**From:** Chiarelli, Joe  
**Sent:** Friday, March 02, 2001 9:47 AM  
**To:** Carl E.Brackett@bridge.bellsouth.com  
**Cc:** Pruitt, Bill  
**Subject:** FW: Communication with Bell South subtending LECs

Carl,

I called and got your recorder message that you will be in meetings most of today.

We are requesting a copy of the letter that Bell South sent in 2000 to inform the subtending LECs of the need to contact CMRS providers directly in order to get paid for terminating traffic. We have been contacted by one of the LECs, TEC Services, Inc. The person at TEC that I spoke with is Ms. Shirley Traylor, who referred back to a June 21, 2000 letter from Roz Hood at Bell South to TEC. Based on that letter, Ms. Traylor was under the impression that Sprint PCS was an IXC. We anticipate similar calls from other LECs, and would like a copy of the letter so we can intelligently address any misperception the LECs may have (i.e. Sprint PCS is an IXC) when we speak with them.

We appreciate your assistance in getting us a copy of the letter. Thanks.

**Joe Chiarelli**

Sprint PCS  
Carrier Interconnection Management  
Voice: (913) 315-2577  
Fax (913) 315-2531  
e-mail. jchiar01@sprintspectrum.com

This e-mail contains information which may be confidential and privileged. Unless you are the intended addressee, you may not use, copy or disclose to anyone any information contained in this e-mail. If you have received this e-mail in error, please advise the sender immediately at the above identified telephone number, fax number or e-mail address and permanently delete this e-mail from your machine.

000188

**Chiarelli, Joe M [PCS]**

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**From:** Carl.E.Brackett@bridge.bellsouth.com  
**nt:** Friday, March 02, 2001 2:09 PM  
**to:** jchiar01@sprintspectrum.com  
**Subject:** FW: Communication with Bell South subtending LECs

Joe,

I'll look for the letter. It is not in my shop so it may take a few calls to get a copy.

Carl

000189

Chiarelli, Joe

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**From:** Buglewicz, Jeanne  
**Sent:** Tuesday, March 20, 2001 3:35 PM  
**To:** Chiarelli, Joe  
**Subject:** FW: Additional Detail Needed

-----Original Message-----

From: Carl E Brackett@bridge bellsouth com  
[mailto:Carl E Brackett@bridge bellsouth com]  
Sent: Wednesday, March 14, 2001 12:23 PM  
To: jbugle01@sprintspectrum com  
Cc: Carl E Brackett@bridge bellsouth com;  
Ann Cauley1@bridge bellsouth com; R J Ham@bridge bellsouth com;  
Lisa R Jones@bridge bellsouth com; nhenn01@sprintspectrum com,  
jweyfo01@sprintspectrum com  
Subject: Additional Detail Needed

Jeanne and Niki,

Regarding the two issues discussed in your e-mail: The land to mobile calls associated with your NXXs do not include the additional detail you are describing. LTM is a standard tariff offering and not included as part of your interconnect agreement. Today, this information does not exist for any customer using the LTM option

We have a small dilemma here; your customers are using this service every day. With almost each request for a new NXX, land to mobile is ordered. Last week we had an issue in New Orleans with a new NPA split and somehow we failed to provision LTM properly. The current LTM service failed in several areas. This was escalated immediately to KC staff and to me. It was critical that the service was restored immediately. My dilemma is that Sprint PCS uses the service now and has used it for years. Now that you are disputing the charges and withholding payment on these charges, and we all know that detail is not provided, what is the next step? Do you want me to remove the LTM on all of the codes? I don't think that is the solution. Paying the bill for services rendered would be the correct action pending further discussions between us.

Regarding the second issue. In 1997 Sprint PCS negotiated rates for all mobile to land traffic. Each element of the billing was discussed and percentages identified. According to the agreement, there would be no ICO traffic in AL, KY, MS and TN. Accordingly, the rate element was set at 0%.

From the time of the agreement until 9-19-00, we were unable to identify or bill for the traffic going to ICOs. The program that established metered billing (MPB) for Sprint PCS enabled us to identify and bill for the traffic going to ICOs. In those areas where the percentage was set at 0%, additional charges are applicable. By the way, the TLDN that you mentioned, is the screening telephone number associated with the NXX. The STN is established for each code activated and is used to identify out going traffic.

---

Please let me know when the conference call is going to take place.

Carl

=>Carl

=> I am writing in regards to two issues we have recently been  
=>discussing, Land to Mobile traffic and Customer Dialed Calls. In both cases  
=>you are billing Sprint PCS for charges incurred, but are limited to the  
=>detail you are able to provide on the invoice.  
=> The Land to Mobile Traffic (which you notified Niki yesterday that  
=>you are currently moving the charges to a club account), only shows the  
=>total calls, chargeable minutes, and the rate. In order to pay for these  
=>charges, as we have previously notified your company, we will need trunk

000190



==>group, end office CLLI, NPA/NXX, etc We cannot validate the charges  
==>without this information, therefore will continue to dispute them  
==> In addition, the billing for Customer Dialed Calls provides date, to  
==>place and phone number, from place and phone number, MOU and rate Once  
==>again, this is not enough information to validate and pay for the charges  
==>I told you yesterday that our contract department felt these charges were  
==>TLDN (Temporary Location Directory Number) and were not valid You and Lisa  
==>(?) felt they were valid charges for calls that terminated at a ICO, which  
==>was not negotiated in our contract I have not spoken with our contract  
==>team since that call, but feel that even if that is the case (the contract  
==>doesn't allow for this type of call on your network), we would not be able  
==>to pay for the charges due to the lack of detail on the invoice  
==> I am sure that you will agree that Bell South would not be willing  
==>to pay for charges from Sprint PCS (or any other company) if this was all  
==>the information you were provided We have no way to validate these charges  
==>and therefore cannot justify paying for them If you are able to provide  
==>more detailed information which will allow us to check the charges with  
==>internal documentation, we could pay for them However, until this happens,  
==>these charges will remain in dispute Please let myself or Niki know if you  
==>have any questions. We look forward to getting a resolution on this issue  
==>  
==>  
==>Jeanne Buglewicz  
==>Sprint PCS  
==>Access Verification  
==>Revenue Analyst III  
==>816-559-3305 (phone)  
==>816-559-7979 (fax)  
==>\*\*Please note my new phone number effective  
==> 4-6-01 will be 913-234-3505  
==>  
==>

000191

## Weyforth, Jack

---

**From:** Carl.E.Brackett@bridge.bellsouth.com  
**Sent:** Monday, April 02, 2001 3:40 PM  
**To:** jweyfo01@sprintspectrum.com  
**Subject:** Screening Telephone Number

Jack,

BellSouth records all mobile usage on a telephone number as compared to other RBOCs that use a trunk group. In the past, we would use one of your numbers or in some cases we used one of ours. With the implementation of meet point billing (MPB) for Sprint PCS, it is a requirement that we use a number from one of your NXXs designated as MPB. If we used a BellSouth number, the calls would look like BellSouth calls and MPB records would not be generated.

Hope this information is helpful.

Carl Brackett

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000192

 **BELLSOUTH**

BellSouth Telecommunications

Facsimile

From Randy HamTo Bill PruittDepartment Core MarketingCompany Date Fax 913-315-2531Fax 205-977-7692Phone Phone 205-977-7655Total Pages 

## Message:

Attached is a copy  
of letter from Jim Propst  
on May 2, 1997 concerning  
traffic percents.

*[Handwritten signature: Randy Ham]*

If this fax is not received in good order, please contact the sender listed above.

Private/Proprietary: No disclosure outside BellSouth except by written agreement.

000193

05/02/97 12:22  
MAY-02-97 13:23 FROM:

ID:

PAGE 1/4



*James D. Propst*  
816-559-5064  
(Fax) 816-559-2181

**FAX COVER**

Number of Pages, including cover: (4)

**DATE:** May 2, 1997

**TO:** RANDY HAM

**FAX:** 205-977-0757

**SUBJECT:** BILLING PERCENTAGES

**RANDY:**

**AS REQUESTED.**

**Jim Propst**

000194

05/02/97 12:22  
MAY-02-97 13:23 FROM:

ID:

PAGE 2/4

**Sprint PCS**

*Jim Propst*  
816-559-5064  
(Fax) 816-559-2181  
Carrier / Interconnection Management

May 2, 1997

Mr. Randy Ham  
Interconnection Services  
BellSouth  
3535 Colonnade Pkwy.  
Birmingham, AL 35243

Sent via FAX to 205-977-0757

Randy:

To confirm our conversation associated with the initial billing percentage to be applied to the CMRS interconnection minutes of use between our companies.

Sprint PCS is in concurrence with the initial percentages as identified on your FAX dated May 2, 1997 (copy attached) for the allocation of the minutes of use into the various billing components.

Thanks for your assistance on this and should you have any questions, please advise.

Sincerely,

Jim Propst  
Senior - Carrier/Interconnection Management

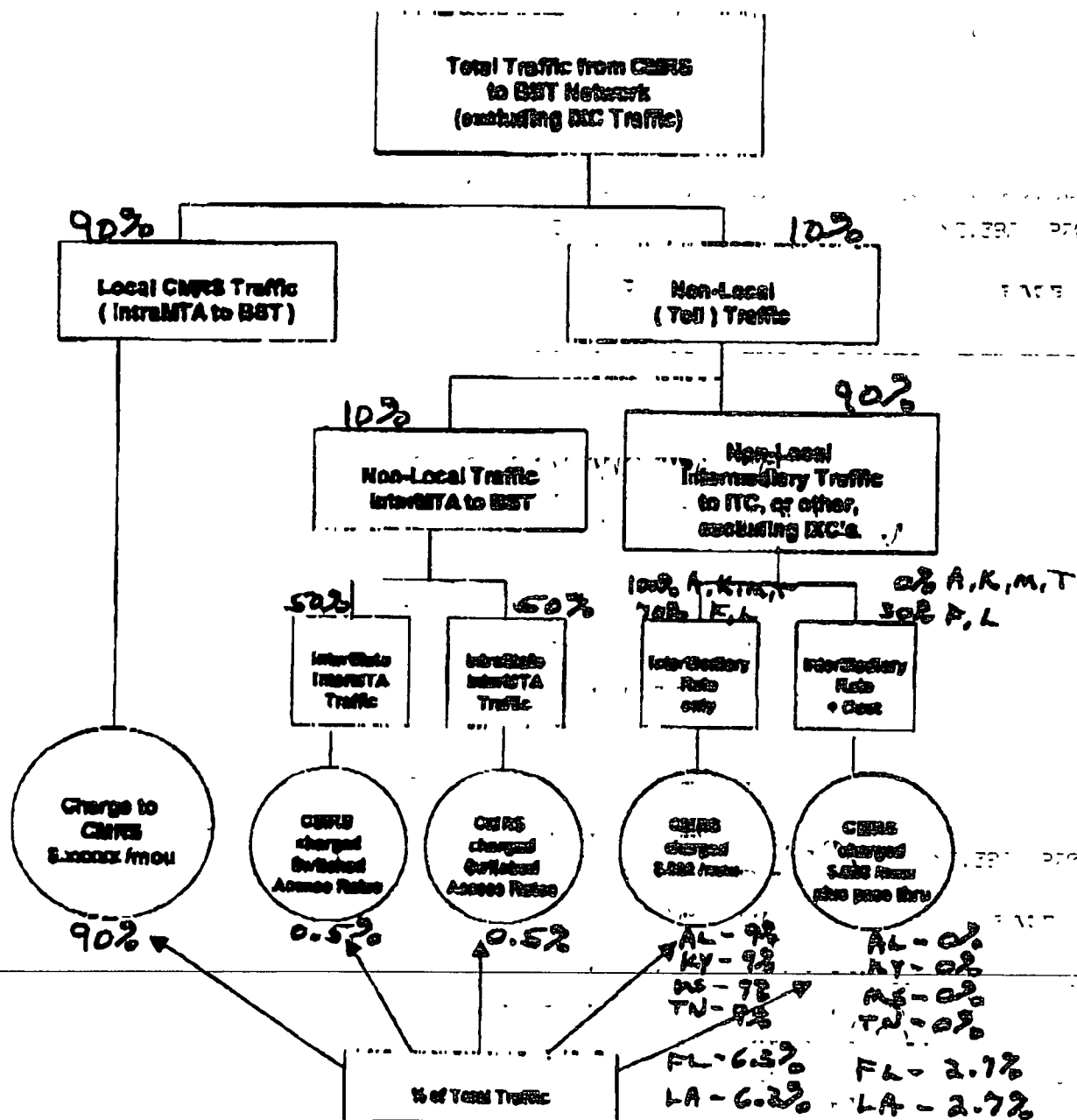
attachments

000195

05/02/97 12:22  
MAY-02-97 13.23 FROM:

ID:

PAGE 3/4

**MOBILE (ORIG.) TO LAND TRAFFIC**CARRIER Sprint Spectrum  
STATE AL, FL, KY, LA, MS, TN

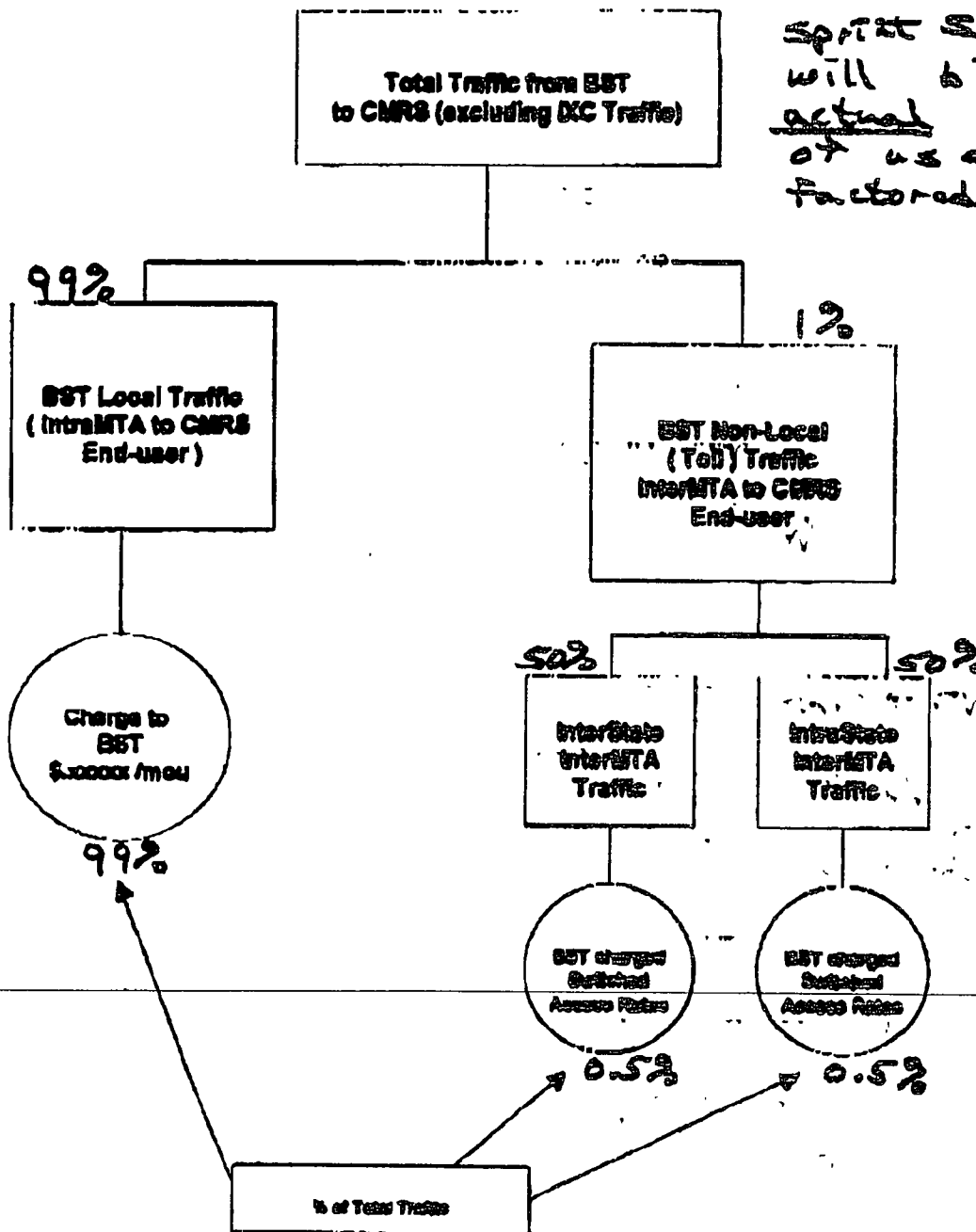
000196

05/02/97 12:22  
MAY-02-87 13.24 FROM:

ID:

PAGE 4/4

**LAND (ORIG.) TO MOBILE TRAFFIC**  
**CARRIER** Sprint Spectrum  
**STATE** AL, FL, KY, LA, MS, TN



000197



**SPRINT PCS<sup>SM</sup>**

Bill Pruitt  
Carrier Interconnection Management  
Sprint PCS  
11880 College Blvd  
Mailstop KSOPAM0101  
Overland Park, KS 66210-2035  
Phone: (913) 315-2755  
Fax: (913) 315-2531  
E-mail Address: bpruit01@sprintspectrum.com

June 15, 2001

**Via Federal Express**

Mr. Randy Ham  
Manager-Wireless Interconnection  
BellSouth Interconnection  
Room E3D1  
2535 Colonnade Parkway, South  
Birmingham, Alabama 35243

Re: "Customer Dialed Calls"

Dear Randy:

As we discussed, BellSouth has submitted bills to Sprint PCS for toll charges on Sprint PCS originated traffic in the Birmingham and Louisville markets that total approximately \$208,000. BellSouth has identified the charges as being incurred by Sprint PCS between 09/20/2000 and 12/04/2000 for "Customer Dialed Calls" for 205 266-9999 in Alabama and 502 419-9999 in Kentucky. Bell South states that these numbers are Sprint PCS numbers that BellSouth uses as a "screening" number to identify Sprint PCS traffic that BellSouth passed to independent companies ("ICOs") who, in turn, terminated the traffic to the ICOs' respective end-user. Sprint PCS is validating that the "9999" number range is used as a valid "screening" number for billing purposes. In any case, this traffic is clearly intermediary traffic under the parties' 1997 contract. As further explained herein, it is Sprint PCS's position that the parties' expressly addressed how to handle such traffic and, under no circumstances, is BellSouth entitled to charge Sprint PCS the claimed toll charges in Alabama and Kentucky for such traffic.

---

In a March 14, 2001 e-mail to Sprint PCS billing personnel, Mr. Carl Brackett stated the following as the reason BellSouth started billing Sprint PCS toll charges on the 205 266-9999 screening number:

"In 1997 Sprint PCS negotiated rates for all mobile to land traffic. Each element of the billing was discussed and percentages identified. According to the agreement, there would be no ICO traffic in AL, KY, MS and TN. Accordingly, the rate element was set at 0%.

000198



Mr. Randy Ham  
June 15, 2001  
Page 2

From the time of the agreement until 9-19-00, we were unable to identify or bill for the traffic going to ICOs. The program that established meet point billing (MPB) for Sprint PCS enabled us to identify and bill for the traffic going to ICOs. In those areas where the percentage was set at 0%, additional charges are applicable. By the way, the TLDN that you mentioned, is the screening telephone number associated with the NXX. The STN is established for each code activated and is used to identify out going traffic."

Sprint PCS agrees with Mr. Brackett's statement that "[i]n 1997 Sprint PCS negotiated rates for all mobile to land traffic" and that "[e]ach element of the billing was discussed and percentages identified." In some states, i.e. FL and LA, BellSouth was to be compensated at a rate of \$0.002/mou for a specified percentage of ICO traffic and at a rate of \$0.002/mou "plus pass through" toll charges for a different specified percentage of ICO traffic. In other states (i.e., AL, KY, MS and TN) BellSouth agreed to be compensated for all ICO traffic at the rate of \$0.002/mou with no pass through charges included.

Sprint PCS categorically disagrees with Mr. Brackett's conclusions that the parties agreed "there would be no ICO traffic in AL, KY, MS and TN" and therefore the factor was set at zero ("0"). All parties knew that there would be traffic to ICOs transiting BellSouth's tandems. For BellSouth to claim that Sprint PCS would state otherwise is nonsensical. The issue at the time was whether or not BellSouth had any Primary Toll Carrier-like arrangements with the subtending ICOs under which Bell South was obligated to pay the ICOs for transited traffic terminated to those ICOs. For the states of AL, KY, MS and TN, BellSouth did not have any such billing arrangements. Therefore, the "transit plus pass through" factor was set at zero ("0") for these states and Sprint PCS was to negotiate separate agreements with the ICOs in these states.

On June 7, 2001 you faxed me a copy of Jim Propst's May 2, 1997 letter to you concurring with the initial billing percentages. You represented that this was Mr. Propst's statement that Sprint PCS would not be transiting any traffic to ICOs subtending BellSouth's tandem. However, my reading of the letter certainly does not lead to that conclusion. It simply states that "Sprint PCS is in concurrence with the initial percentages". As stated in the previous paragraph, the Sprint PCS concurrence was based on BellSouth's not performing any billing functions for any of the ICOs in AL, KY, MS and TN. The parties did not revisit the billing percentages during the existence of the contract, and no subsequent agreements were ever made to change the billing percentages in these four states. Accordingly, the fact that BellSouth's implementation of the Meet Point Billing (MPB) records process in September of 2000 resulted in BellSouth being able to identify ICO traffic in AL and KY did not entitle BellSouth to unilaterally change the parties' contract and commence billing such traffic at \$0.002/mou plus pass through toll charges. The fact that BellSouth did not perform a billing function for or make payments to the ICOs in these states for this traffic is the primary issue.

000199

Mr. Randy Ham  
June 15, 2001  
Page 3

It is also apparent from a review of the agreed upon factors that the total number of ICO minutes was set at a total of nine percent (9%). In those states where there was to be pass through charges (i.e., FL and LA) the allocation was six point three percent (6.3%) at the \$0.002 rate and two point seven percent (2.7%) at the \$0.002 plus pass through rate. In the other states (i.e., AL, KY, MS, and TN) there was no allocation and nine percent (9%) of the minutes were recorded as local as agreed to and in fact were billed by BellSouth to Sprint PCS at the \$0.002 rate. This certainly proves that the expectation, and practice, was that Sprint PCS would be transiting traffic in these four states nine percent of the time and there would be no terminating charges paid by BellSouth to the ICOs. As indicated by the nature of the factors, BellSouth's claim that Sprint PCS stated it would not be transiting traffic is incorrect.

To further confuse the issue, the toll charges that BellSouth is attempting to assess on Sprint PCS are not the ICO "plus pass through" toll charges described above. Instead, the charges are "Long Distance Message Telecommunications Service" charges from Bell South's "General Subscriber Services Tariff", §A18.3.1.B.2. This section deals with "Service Between Land Wire Telephones". Obviously, it would be inappropriate to assess these charges on any traffic that involved a CMRS provider. Compensation for intermediary traffic to BellSouth must be based upon the terms of the interconnection agreement rather than on any BellSouth tariff. There is no basis for BellSouth to assess any charges other than the intermediary rates on specifically identified CMRS originated minutes. Furthermore, any pass through charges appropriately assessed by Bell South by definition would be charges billed at the ICO's tariffed rates that were paid by Bell South and then passed on to Sprint PCS.

Enclosed is a summary of the Sprint PCS disputes that have been filed regarding the inappropriate BellSouth "Customer Dialed Calls" toll charge bills. To date, BellSouth has simply "sustained" the disputes. We understand such action means BellSouth continues to consider the bills as valid and outstanding, and has neither issued a credit nor withdrawn the bills. In that these bills are for toll charges that are clearly neither authorized nor due under the parties' 1997 contract, Sprint PCS does not owe and will not pay such charges.

Please consider this as Sprint PCS's formal request for BellSouth to immediately reopen these disputes and either withdraws the bills or issue credits in the full amount of such bills. I look forward to hearing from you regarding this matter and, if you should have any questions, please do not hesitate to call.

Sincerely,



CC. Jim Propst  
Carl Brackett  
Jeanne Buglewicz

000200

**Pruitt, Bill H [SBS]**

---

**From:** Carl.E.Brickett@bridge bellsouth.com  
**Sent:** Wednesday, November 14, 2001 11:21 AM  
**To:** bpruit01@sprintspectrum.com; Carl.E.Brickett@bridge.bellsouth.com  
**Cc:** jchiar01@sprintspectrum.com, jweyfo01@sprintspectrum.com; SGevery01@sprintspectrum.com  
**Subject:** RE: Contract Language

Bill,

Thanks for sending the contract language. I don't disagree that the language in 6.11.1 mentions an OCN per state and I'm sure we can handle that for Sprint PCS. However, from my personal viewpoint, I did not anticipate that more than one affiliate would be in the same area providing service. I feel confident that the billing team that put meet point billing together did not anticipate this either.

Lonnie has not responded with the technical references yet however I am confident that the message will be that the third affiliate or third party that participates in a state will need another OCN. I've taken a quick glance at the LERG and it appears you can have more than one OCN per state. Several of the carriers I looked at had multiple OCNs.

Thanks for your help yesterday. I'll get back with you soon.

Carl

-----Original Message-----

**From:** bpruit01  
**Sent:** Tuesday, November 13, 2001 2:46 PM  
**To:** Carl E. Brackett  
**Cc:** bpruit01; SGevery01; jweyfo01; jchiar01  
**Subject:** Contract Language

Carl:

After our discussion this morning I reviewed the meet point billing contract language looking specifically for the OCN requirement that Lonnie mentioned. As you can see from the contract excerpt below, the only OCN requirement is for an OCN per state":

**6.11 Wireless Meet Point Billing**

6.11.1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Sprint PCS will be used if Sprint PCS

000201

does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required.

6.11.2 Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. BellSouth and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint PCS may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

6.11.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint PCS compensating BellSouth at the intermediary rate of \$.002 for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXC's for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.

Please call me if you have any questions or if you require any additional information.  
Bill

Bill Pruitt

Carrier Interconnection Management

Sprint PCS

11880 College Blvd. #1065

Overland Park, KS 66210-2035

Telephone No.: (913) 315-2755

PCS Phone No.: (913) 488-6028

Fax No.: (913) 315-2531

E-Mail Address: bpruit01@sprintspectrum.com

000202

## **Pruitt, Bill**

---

**From:** Carl E Brackett@bridge bellsouth com  
**Sent:** Monday, November 19, 2001 10 21 PM  
**To:** bpruit01@sprintspectrum com  
**Subject:** RE: RE Contract Language

Bill,

Thanks for the response. I really want to discuss this language further. Call me if you get the opportunity.

Carl

770 454 2975

-----Original Message-----

From: bpruit01  
Sent: Monday, November 19, 2001 1 18 PM  
To: Carl E Brackett  
Cc: bpruit01; jweyfo01, cmckee01  
Subject: RE: Contract Language

Carl

I disagree with your interpretation. The language you cite says NOTHING about an OCN. BellSouth cannot simply make up arbitrary interpretations and expect Sprint PCS to simply comply. Sprint PCS is willing to work with BellSouth to resolve issues. However, BellSouth needs to be more aggressive in solving their billing issues on their own accord and stop trying to manipulate the contract language.

Bill

-----Original Message-----

From: Carl E Brackett@bridge bellsouth com  
[mailto:Carl E Brackett@bridge bellsouth com]  
Sent: Monday, November 19, 2001 12 54 PM  
To: bpruit01@sprintspectrum com  
Subject: RE: Contract Language

Bill,

We are still working with the OCN folks to provide the technical information you requested. I do want to point out one sentence in the para 6.11.1 in the contract language you provided. The sentence set out below: Parties participating in MPB with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. I am interpreting this as each party to be billed needs an OCN.

I'll send the technical information as soon as I receive it from the billing folks. Hope you have a great holiday this week.

Carl

supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with BellSouth Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network.

Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed

Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage A default Billing Interconnection Percentage of 95% BellSouth and 5% Sprint PCS will be used if Sprint PCS does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required

-----Original Message-----

From bpruit01

Sent Tuesday, November 13, 2001 2 46 PM

To Carl E Brackett

Cc bpruit01, SGever01, jweyfo01, jchiar01

Subject Contract Language

Carl.

After our discussion this morning I reviewed the meet point billing contract language looking specifically for the OCN requirement that Lonnie mentioned

As you can see from the contract except below, the only OCN requirement is for an OCN per state"

000204

## 6 11 Wireless Meet Point Billing

6 11 1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to, (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage A default Billing Interconnection Percentage of 95% BellSouth and 5% Sprint PCS will be used if Sprint PCS does not file with NECA to establish a Billing Interconnection Percentage other than default Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required

6 11 2 Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur BellSouth and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis

6 11 3 In a Meet Point Billing environment, when a party

actually  
uses a service provided by BellSouth, and said party desires to  
participate  
in Meet Point Billing with BellSouth, said party will be billed for  
miscellaneous usage charges, as defined in BellSouth's FCC No 1 and  
appropriate state access tariffs, (i e Local Number Portability queries  
and  
800 Data Base queries) necessary to deliver certain types of calls  
Should  
Sprint PCS desire to avoid such charges Sprint PCS may perform the  
appropriate data base query prior to delivery of such traffic to  
BellSouth

6.11 4 Participation in Meet Point Billing is outside the  
reciprocal compensation requirements of this agreement Meet Point  
Billing,  
as defined in section 6.11 1 above, under this Section will result in  
Sprint  
PCS compensating BellSouth at the intermediary rate of \$ .002 for traffic  
delivered to BellSouth's network, which terminates to a third party  
network.  
Meet Point Billing to IXCs for jointly provided switched access traffic  
will  
occur consistent with the most current MECAB billing guidelines

Please call me if you have any questions or if you require any  
additional  
information

Bill  
Bill Pruitt  
Carrier Interconnection Management  
Sprint PCS  
11880 College Blvd #1065  
Overland Park, KS 66210-2035  
Telephone No (913) 315-2755  
PCS Phone No (913) 488-6028  
Fax No (913) 315-2531  
E-Mail Address bpruit01@sprintspectrum.com

000206



**Pruitt, Bill H [SBS]**

**From:** Carl.E.Brackett@bridge.bellsouth.com  
**Sent:** Monday, November 19, 2001 12:54 PM  
**To:** bpruit01@sprintspectrum.com  
**Subject:** RE: Contract Language

Bill,

We are still working with the OCN folks to provide the technical information you requested. I do want to point out one sentence in the para 6.11.1 in the contract language you provided. The sentence set out below. Parties participating in MPB with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. I am interpreting this as each party to be billed needs an OCN

I'll send the technical information as soon as I receive it from the billing folks. I hope you have a great holiday this week.

Carl

6.11.1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered the originating and/or terminating network.

Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed.

Information required for

Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Comparison Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Sprint PCS will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required.

-----Original Message-----

**From:** bpruit01  
**Sent:** Tuesday, November 13, 2001 2:46 PM  
**To:** Carl E. Brackett  
**Cc:** bpruit01; SGever01; jweyfo01; jchiar01  
**Subject:** Contract Language

Carl:

After our discussion this morning I reviewed the meet point billing contract looking specifically for the OCN requirement that Lonnie mentioned. As you

000207

the contract except below, the only OCN requirement is for an OCN per state":

#### 6.11 Wireless Meet Point Billing

6.11.1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Sprint PCS will be used if Sprint PCS does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required.

6.11.2 Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. BellSouth and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.

6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint PCS may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

6.11.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint PCS compensating BellSouth at the intermediary rate of \$.002 for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.

Please call me if you have any questions or if you require any additional information.  
Bill

Bill Pruitt  
Carrier Interconnection Management  
Sprint PCS  
11880 College Blvd. #1065  
Overland Park, KS 66210-2035  
Telephone No.: (913) 315-2755  
PCS Phone No.: (913) 488-6028

Fax No.: (913) 315-2531

E-Mail Address: bpruit01@sprintspectrum.com

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## OCN REQUIREMENTS

BellSouth Telecommunications, Inc. (BST) provides services to Commercial Mobile Radio Service providers who elect to meet point bill with BST and those who do not elect to meet point bill. Due to this diverse client base BST must have standard processes that allow it to bill those client bases.

BST complied with Sprint PCS' request to provide Meet Point Billing call records. Compliance necessitated development of processes consistent with existing Carrier Billing Output Specifications (CBOS) for access billing. LATA level bills are rendered to the Carrier in this standard.

While the overall bill is rendered at a LATA level actual usage is billed at the end office level. End office level billing, for multiple carriers in a given tandem, necessitates establishment of every end office subtending the tandem on each carriers' bill. To drive usage to the correct carrier bill, "billing guides" are developed.

One component of the "billing guide" is the Carrier Identification Code (CIC) of the switched access carrier to be billed. If the usage bill is to go to a single switched access carrier then a single CIC is used to guide the usage. If usage is to be billed to multiple switched access carriers, multiple CICs are used.

As a general rule CIC codes are not available to wireless carriers. The Ordering and Billing Forum (OBF) identified the OCN as the correct identifier to use in meet point billing process for wireless carriers. In mapping meet point billing processes for wireless carriers to that used for access carriers Operating Company Numbers (OCNs) are used in place of CIC codes.

Just as in the access world, if a LATA level bill is rendered to a single Wireless Carrier, "Billing Guides" are established with a single OCN. If multiple bills are rendered to multiple Wireless Carriers, multiple OCNs are required.

In the case of Sprint PCS and it's Affiliates, within a given LATA, we find that accounts for both Sprint PCS and it's Affiliates share the same, Contract Number, ANCA, Class of Service, Tandems, and End Offices. The only unique identifier on the end office bill is contained in the "Billing Guide" and is the OCN. This unique OCN, at the end office level, provides information to BST that allows it to "guide" the usage for a specific end office to the bills for various carriers completing traffic to that end office. By using specific OCNs for each entity identified as either Sprint PCS or an Affiliate we are able to guide usage to the correct carriers account and render individual bills to that carrier.

Identification of the correct OCN is accomplished through a combination of information contained in the Automatic Message Accounting (AMA) message and various billing system tables. The AMA message contains the originating and terminating NPA/NXX which is derived from the Screening Telephone Number (STN) assigned to a given trunk group. The STN NPA/NXX is compared to tables in the billing systems that cross reference to the correct OCN. This OCN, being part of the billing guide, then directs the usage to the correct billing account. In this way we are able to identify which carrier should be billed what usage.

000210

1/28/2003

**Pruitt, Bill H [SBS]**

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**From:** Carl.E Brackett@bridge.bellsouth.com  
**Sent:** Monday, November 19, 2001 2:29 PM  
**To:** bpruit01@sprintspectrum.com  
**Cc:** jchiar01@sprintspectrum.com, jweyfo01@sprintspectrum.com; SGever01@sprintspectrum.com  
**Subject:** RE: Contract Language



SprintOCN.DOC (27  
KB)

Bill,

Attached is the information we discussed last week with Lonnie Smith.

Carl

-----Original Message-----

**From:** bpruit01  
**Sent:** Tuesday, November 13, 2001 2:46 PM  
**To:** Carl E. Brackett  
**Cc:** bpruit01; SGever01; jweyfo01; jchiar01  
**Subject:** Contract Language

Carl:

After our discussion this morning I reviewed the meet point billing contract language looking specifically for the OCN requirement that Lonnie mentioned. As you can see from the contract except below, the only OCN requirement is for an OCN per state":

6.11 Wireless Meet Point Billing

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6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint PCS may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

6.11.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint PCS compensating BellSouth at the intermediary rate of \$.002 for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXCs for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.

Please call me if you have any questions or if you require any additional information.  
Bill

Bill Pruitt  
Carrier Interconnection Management  
Sprint PCS  
11880 College Blvd. #1065  
Overland Park, KS 66210-2035  
Telephone No.: (913) 315-2755  
PCS Phone No.: (913) 488-6028  
Fax No.: (913) 315-2531  
E-Mail Address: bpruit01@sprintspectrum.com

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BellSouth Telecommunications, Inc.

3535 Colonnade Parkway  
NW1A  
Birmingham, AL 35243

Bill Mealer  
Manager – Wireless Interconnection  
205 977-7656  
Fax: 205 977-7692  
E-Mail [Bill.Mealer@BellSouth.com](mailto:Bill.Mealer@BellSouth.com)

March 26, 2004

Bill Pruitt  
Sprint Spectrum, L. P.  
6580 Sprint Parkway  
Mailstop: KSOPHW0516-5B272  
Overland Park, KS 66251

Dear Mr. Pruitt,

Please accept this letter as notification of a refund of charges billed by BellSouth to your company since August 2003 for Non-Local Third Party traffic terminated to an Independent Company in the state of Tennessee (ICO). This refund will appear on your April invoice.

As defined in your Interconnection Agreement, BellSouth has the authority to bill your company for Third Party Termination charges billed to BellSouth by a terminating carrier for terminating your company's Intermediary Traffic.

Due to the pending dispute at the Tennessee Regulatory Authority (TRA) between the ICOs, CMRS Carriers and BellSouth in regards to Wireless originated transit traffic terminating on an ICO switch, BellSouth discontinued payments to the ICOs for termination of CMRS transit traffic in August of 2003. However, billing to the CMRS Carriers continued.

BellSouth plans to refund the amounts billed to the CMRS Carriers for Third Party Termination charges for Tennessee ICOs retroactive to August 2003, and to discontinue future billing while the dispute is pending and while BellSouth is not paying the ICOs for termination of such transit traffic. However, in the event that BellSouth ultimately pays the Tennessee ICOs for the termination of such traffic, whether by settlement agreement or order of the TRA, and whether prospectively, retroactively or both, BellSouth will invoice your company in accordance with your Interconnection Agreement for Third Party Termination charges paid by BellSouth.

---

If you have any questions regarding this refund, please contact me at 205-977-7656 or email me at [bill.mealer@bellsouth.com](mailto:bill.mealer@bellsouth.com).

Respectfully,

Bill Mealer

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Joseph M. Chiarelli  
Wholesale & Interconnection Management  
6450 Sprint Parkway  
KSOPHN0214 – 2A568  
Overland Park, KS 66251  
(913) 315-9895 (Tel)  
(913) 523-9623 (Fax)  
jchiar01@sprintspectrum.com

April 9, 2004

**Regular and Electronic Mail**

Mr. Bill Mealer,  
Manager-Wireless Interconnection  
BellSouth Telecommunications, Inc.  
3535 Colonnade Parkway, NW1A  
Birmingham, AL 35243

Re: March 26, 2004 Notification of BellSouth anticipated refund in Tennessee

Dear Mr. Mealer:

I am writing in response to your March 26, 2004 letter to Bill Pruitt on behalf of Sprint Spectrum (hereinafter "Sprint"). Sprint presumes that your letter was simply sent to all wireless carriers that interconnect with BellSouth in Tennessee. For the reasons explained below, however, the issues contemplated by your letter do not appear to be applicable to Sprint.

Your letter indicates that BellSouth intends to issue a refund on the April invoice for termination charges BellSouth has billed since August 2003 for traffic terminated to Independent Companies (ICOs) in the state of Tennessee. The stated reason for a refund is that BellSouth stopped making payments to the ICOs in August of 2003 for termination of transited CMRS traffic, but continued to bill originating CMRS Carriers as if such payments were being made.

Please be advised that the current BellSouth – Sprint Interconnection Agreement (ICA) has an effective date of January 1, 2001. The ICA only authorizes BellSouth to bill a \$0.002 transit fee as to Sprint originated wireless Meet Point Billed ("MPB") traffic transited to an ICO for termination. Since approximately mid 2001 it has been Sprint's practice to affirmatively dispute all amounts that BellSouth may have erroneously billed for MPB traffic in excess of the ICA authorized \$0.002 transit fee. Sprint's Access Verification group reports that as of January, 2004 BellSouth stopped erroneously billing for transit traffic in excess of the \$0.002 transit fee in Tennessee and has issued appropriate credits for Sprint's disputes regarding such charges through that time period. Access Verification further reports that where BellSouth has continued to charge in excess of the \$0.002 transit fee in Tennessee since January 2004, such charges appear to have only been for a small amount of Type 1 traffic, which is not subject to the ICA MPB provisions. If there are in fact additional erroneous billings that should be refunded, please deal directly with Nick Evans (913-315-5454) [nevans04@sprintspectrum.com](mailto:nevans04@sprintspectrum.com) in Sprint's Access Verification group to credit such billings.

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Mr. Bill Mealer  
April 9, 2004  
Page 2 of 2

Please be further advised that Sprint respectfully disagrees with the following additional statements made in your letter:

As defined in your Interconnection Agreement, BellSouth has the authority to bill your company for Third Party Termination charges billed to BellSouth by a terminating carrier for terminating your company's Intermediary Traffic.

...

[I]n the event that BellSouth ultimately pays the Tennessee ICOs for the termination of such traffic, whether by settlement agreement or order of the TRA, and whether prospectively, retroactively or both, BellSouth will invoice your company in accordance with your Interconnection Agreement for Third party Termination charges paid by BellSouth.

The above statements are similar to assertions previously made by BellSouth and addressed by Sprint early last year. Enclosed for your review is a copy of Randy Ham's February 5, 2003 letter to Bill Pruitt, and Bill Pruitt's March 3, 2003 response which explains:

... BellSouth is not authorized to negotiate or otherwise obligate Sprint PCS in any respect to pay ICOs any amounts. Further, there is no basis under the Act for BellSouth to make any payments to ICOs for the termination of CMRS transited traffic, much less at the inappropriate access rates that the ICOs typically attempt to recover. [ ] Therefore, to the extent BellSouth has made, or continues to make, any payments to ICOs since the effective date of our companies' interconnection agreement implementing MPB, BellSouth has done so voluntarily with no legal basis for reimbursement either by contract or by virtue of the Act from Sprint PCS. To the extent BellSouth may be entitled to any reimbursement for access charges previously paid to ICOs regarding the termination of intraMTA transit traffic, BellSouth should seek such reimbursement from the ICOs that received the improper payments.

Should you have any questions regarding the above, please do not hesitate to contact me at 913-315-9895.

Sincerely,

  
Joseph M. Chiarelli

Encls.

cc: Charles McKee, Esq., Sprint  
Bill Pruitt, Sprint  
Nick Evans, Sprint  
Randy Ham, BellSouth Telecommunications, Inc.  
Bill McCarty, BellSouth Telecommunications, Inc.

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BellSouth  
Telecommunications, Inc.  
Core Marketing  
3535 Colonnade Parkway  
WIA North Bldg.  
Birmingham, AL 35243

Office: 205 977-7655  
Fax: 205 977 7692  
Home: 205 655 5408  
Internet: R.J.Ham@bridge.bellsouth.com

Randy Ham  
Managing Director  
Wireless Negotiations

February 5, 2003

Bill Pruitt  
Sprint PCS  
6580 Sprint Parkway  
Mailstop: KSOPHW0516 - 5B272  
Overland Park, KS 66251

Dear Bill,

Various State Public Service/Utility Commissions have become involved in issues regarding inter-carrier compensation for rural Incumbent Local Exchange Carriers also referred to as Independent Companies (ICOs). The focus of this interaction revolves around compensation for Commercial Mobile Radio Service (CMRS) traffic that transits the BellSouth network and terminates to an ICO network. Specifically the ICOs contend that efforts have not been forthcoming from CMRS providers to negotiate interconnection agreements with the ICOs, and as such, BellSouth should continue to compensate the ICOs for such CMRS traffic. Traffic of this type is addressed in the interconnection agreements between our companies.

In our negotiations to provide your company with Meet Point Billing (MPB) records, we moved forward under the assumption that all parties would adhere to requirements in the 1996 Telecommunications Act and subsequent Federal Communications Commission (FCC) orders establishing that the terminating network provider will bill the originating network provider for traffic terminated to its network. Billing of this nature requires that the originating and terminating parties enter into negotiated interconnection agreements.

The Interconnection Agreement that was negotiated between our companies contains a MPB section, which addresses intermediary (transit) traffic and the processing of records between originating and terminating carriers. As you are aware, the processing of such records gives the terminating company the necessary records to bill the originating company. Some ICOs are indicating to the state Commissions that bills to the CMRS providers for this traffic are not being paid.

During the Interconnection Agreement negotiations, it was BellSouth's understanding that CMRS providers would request Interconnection Agreement negotiations with all terminating companies under the 1996 Telecommunications Act as part of its responsibilities to implement MPB. Unfortunately this has not been proven to be the case. According to the ICOs, CMRS providers typically do not request negotiations

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under the Act, but rather do nothing in hopes that terminating companies do not address the issue and thus do not bill the CMRS provider.

BellSouth's intent in implementing MPB was not to provide a means to subvert payments for valid traffic, rather, BellSouth's intent was to provide billing records for the traffic transiting BellSouth's network and to cease being the intermediary for billing, collection and payment on the third party calls that transit our network.

BellSouth strongly urges the CMRS providers to request negotiation with all carriers for traffic terminated using BellSouth as the intermediary. To the extent that BellSouth is required to pay for CMRS traffic because there is no agreement between the originating and terminating parties, BellSouth may seek to recover those charges from the CMRS provider.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Ham". The signature is fluid and cursive, with the first name "Randy" and the last name "Ham" clearly distinguishable.

Randy Ham

000217



Bill Pruitt  
Carrier & Interconnection Management  
6580 Sprint Parkway  
Overland Park, KS 66251  
Mailstop: KSOPHW0516-5B272  
(913) 794-9471 (T)  
(913) 794-0720 (F)

March 3, 2003

**Via Airborne Express and Electronic Mail**

Mr. Randy Ham  
Managing Director, Wireless Negotiations  
BellSouth Telecommunications Inc.  
3535 Colonnade Parkway  
WIA North Bldg.  
Birmingham, AL 35243

Re: Third party transit traffic issues.

Dear Randy:

I am writing in response to your February 5, 2003 letter regarding the issue of compensation for Commercial Mobile Radio Service ("CMRS") that transits the BellSouth network and terminates to Independent Companies ("ICOs"). This will also acknowledge receipt of a copy of Dorothy J. Chambers' February 6, 2003 letter and enclosed set of documents pertaining to BellSouth's filing with the Kentucky Public Service Commission of a "Petition Seeking Resolution of Third Party Transit Traffic Issues" ("Petition").

Like BellSouth, Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") negotiated the Meet Point Billing ("MPB") arrangements and moved forward with BellSouth under certain assumptions. It was, and continues to be, Sprint PCS' assumption that *all parties involved in the exchange of Wireless Intermediary Traffic will adhere to all requirements* of the 1996 Telecommunications Act ("the Act") and Federal Communications Commission ("FCC") orders regarding the exchange of traffic involving CMRS carriers. Under the foregoing assumption, Sprint PCS fully expected the following to occur with the implementation of MPB:

- 1) Pursuant to our companies' interconnection agreement, BellSouth charges Sprint PCS .002 per mou transit charge on Sprint PCS originated Wireless Intermediary Traffic that BellSouth transits to subtending/interconnected carriers;
- 2) BellSouth either has, or will, notify each subtending ICO that as of the effective date of the agreement between our companies that BellSouth will not be collecting and/or paying any amount to an ICO for the charges associated with the ICO terminating Wireless Intermediary Traffic that BellSouth transits to an ICO;

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Mr. Randy Ham  
March 3, 2003  
Page 2

- 3) BellSouth will continue to process and provide records to an ICO that wants such records to identify the CMRS carrier(s) that originate traffic transited by BellSouth and the number of minutes that BellSouth has transited on behalf of such CMRS carrier(s);
- 4) Upon receiving BellSouth's transit records, the ICO would contact the CMRS carrier to negotiate an interconnection agreement pursuant to the Act and FCC orders.

While Sprint PCS assumed the above, Sprint PCS did not assume as BellSouth apparently did that "CMRS providers would request Interconnection Agreements negotiations with *all* terminating companies under the 1996 Telecommunications Act as part of its responsibilities to implement MPB" (emphasis added). Nor did Sprint PCS undertake a contractual obligation regarding such an overwhelming task. Moreover, there is no such obligation contained in the Act. The practical reality is that, depending upon where cell sites are located in relation to a given ICO, a CMRS carrier and ICO can literally be exchanging nominal traffic between their respective networks. As I am sure you are aware, historically the industry has exchanged such nominal volumes of traffic on a bill-and-keep basis. This has worked well for carriers given that many times the cost of billing and/or negotiating an interconnection agreement is greater than any dollar amount that would be received for terminating the traffic. Further, given the nature of the public switched network, often carriers do not know beforehand they are exchanging traffic or how much traffic they are exchanging. Many times, it is not until the originating carrier receives a bill from the terminating carrier that it knows that traffic is being exchanged. In this regard, since the ICO is receiving terminating records from BellSouth, it is the ICO that is in the best position to know whether or not it is receiving any traffic from Sprint PCS, and whether the volume of traffic being received is worth the effort to contact Sprint PCS and negotiate an interconnection agreement. This is what Sprint PCS expected would happen when MPB was implemented.

While Sprint PCS expected ICOs to contact Sprint PCS in the situations noted above, Sprint PCS' practice is to contact ICOs to negotiate an interconnection agreement when Sprint PCS anticipates obtaining an NPA-NXX in a rate center associated with that ICO; Sprint PCS has an NPA-NXX in a rate center that is EAS to an ICO; or, the ICO has sent Sprint PCS a bill (typically based on access charges) and Sprint PCS does not already have an interconnection agreement in place with that ICO.

Your letter concludes with the statement that "to the extent that BellSouth is required to pay for CMRS traffic because there is no agreement between the originating and terminating parties, BellSouth may seek to recover those charges from the CMRS provider." Consistent with this statement, BellSouth's Petition requests the Kentucky Commission to "require the CMRS providers in Kentucky to reimburse BellSouth for any transit traffic payments made to the ICOs in Kentucky, as a result of traffic originating on the networks of the CMRS providers and terminating on the networks of the ICOs." Please be advised that BellSouth is not authorized to

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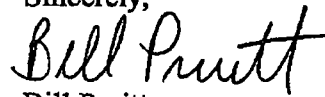
Mr. Randy Ham  
March 3, 2003  
Page 3

negotiate or otherwise obligate Sprint PCS in any respect to pay ICOs any amounts. Further, there is no basis under the Act for BellSouth to make any payments to ICOs for the termination of CMRS transited traffic, much less at the inappropriate access rates that the ICOs typically attempt to recover.<sup>1</sup> Therefore, to the extent BellSouth has made, or continues to make, any payments to ICOs since the effective date of our companies' interconnection agreement implementing MPB, BellSouth has done so voluntarily with no legal basis for reimbursement either by contract or by virtue of the Act from Sprint PCS. To the extent BellSouth may be entitled to any reimbursement for access charges previously paid to ICOs regarding the termination of intraMTA transit traffic, BellSouth should seek such reimbursement from the ICOs that received the improper payments.

Sprint PCS believes that as a direct result of its MPB arrangement with BellSouth that Sprint PCS is seeing an increase in BellSouth territory in the receipt of ICO bills attempting to collect *access charges*, as well as inquiries from ICOs seeking to negotiate interconnection agreements. Under either scenario, Sprint PCS attempts to negotiate an appropriate interconnection agreement with the ICO. When Sprint PCS contacts an ICO upon receiving an ICO access bill, ICO responses have ranged from completely ignoring Sprint PCS' efforts to negotiate, to taking extreme positions that are unsupported by the Act, to actually negotiating an agreement. If an ICO is not receiving payment for bills it renders, it is more likely than not that the ICO has chosen to impose unlawful access charges rather than enter into negotiations for reciprocal compensation payments pursuant to the Act.

Should you have any questions regarding the above, please do not hesitate to contact me at 913-794-9471.

Sincerely,

  
Bill Pruitt

BHP/jc

cc: Mr. Charles McKee, Esq., Sprint  
Ms. Monica Barone, Esq. Sprint  
Mr. Carl Bracket, BellSouth Telecommunications Inc.

---

<sup>1</sup> The Iowa Utilities Board ("IUB") considered this issue in its Order Affirming Proposed Decision and Order in Docket No. SPU-00-7, TF-00-275(DRU-00-2), In Re; Exchange of Transit Traffic, issued March 18, 2002. The IUB held that CMRS providers are entitled to interconnect indirectly and that traffic that originates or terminates within the same MTA is subject to transport and termination rates under 47 U.S.C. § 251(b)(5) rather than access charges. It also held that Qwest, as the transiting provider, is entitled to compensation for carrying this traffic, but has no obligation to pay access or any other terminating fees.

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Chiarelli, Joe M [SBS]

**From:** Mealer, Bill [Bill Mealer@bellsouth.com]  
**Sent:** Friday, April 09, 2004 2:11 PM  
**To:** Chiarelli, Joe M [SBS], McKee, Charles W [CC], Pruitt, Bill H [SBS], Evans, Nick J [CC]; Ham, Randy, McCarty, Bill  
**Subject:** RE March 26, 2004 Notification of BellSouth anticipated refund in Tennessee

Joe,

I received your email regarding the Tennessee refund notification letter and the information you provided regarding Sprint's Interconnection Agreement.

As the first paragraph of my letter stated:

*"Please accept this letter as notification of a refund of charges billed by BellSouth to your company since August 2003 for Non-Local Third Party traffic terminated to an Independent Company in the state of Tennessee (ICO). This refund will appear on your April invoice."*

According to our billing records, Sprint was invoiced for Non-Local Third Party traffic which transited over Type 1 trunks during this time period. The amount of the refund for the period covered is \$5,939.30. This traffic is associated with BTN Account Number 865 M17 4409 and Earning Telephone Number 865 M17 6142 142. When new rates are negotiated and approved by the TRA, this traffic will be re-invoiced as stated in the notification letter.

I'm sorry if this caused you any confusion.

Thanks,

Bill Mealer  
Manager - Wireless Interconnection  
205-977-7656  
[bill.mealer@bellsouth.com](mailto:bill.mealer@bellsouth.com)

\*\*\*\*\*

***"The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers." 113***

000221

4/23/2004